



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 MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, SEPTEMBER 11, 2023 AT 6:30PM

IN PERSON IN THE COUNCIL CHAMBERS, PROSPECT HEIGHTS CITY HALL
8 NORTH ELMHURST ROAD, PROSPECT HEIGHTS, ILLINOIS
MAYOR PATRICK LUDVIGSEN PRESIDING

THIS MEETING WILL BE BROADCAST LIVE ON CABLE CHANNELS:
COMCAST AND ASTOUND/RCN CHANNEL 17 AND AT&T U-VERSE CHANNEL 99.
IT WILL ALSO BE RECORDED AND TELEVISED ON COMCAST AND ASTOUND/RCN 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. August 28, 2023 City Council Regular Meeting Minutes
Action Requested: (Motion, Second, Roll Call Vote)

4. PRESENTATIONS - None

5. APPOINTMENTS, CONFIRMATIONS, AND PROCLAMATIONS - None

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 so requests, in which event the item will be removed from the general order of business and considered as a separate Agenda item.
Action Requested: (Motion, Second, Roll Call Vote)

- A. R-23-21** – Resolution Authorizing recommended Bid award to Alloy Architectural Solutions, at \$51,475, for roof repairs at Public Works Storage Facility.
Action Requested: (Motion, Second, Roll Call Vote)
- B. R-23-22** – Resolution Authorizing recommended Bid award to Millennium Contracting Company, at \$181,383 for Alton Road storm water management improvement.
Action Requested: (Motion, Second, Roll Call Vote)
- C. R-23-23** – Resolution Authorizing Compensatory Wetland Mitigation Credit Purchase Agreement - Donnelley Prairies and Oaks Wetland Mitigation Bank, Libertyville Township, Lake County, IL
Action Requested: (Motion, Second, Roll Call Vote)
- D. R-23-24** – Resolution and Agreement with Hera Registry to provide Management of Vacant and Foreclosure Ordinance Program.
Action Requested: (Motion, Second, Roll Call Vote)

8. OLD BUSINESS

- A. O-23-22** Staff Memo and Ordinance Granting a Variation for a Side Yard Setback for 307 Viola (2nd Reading)
Action Requested: (Motion, Second, Roll Call Vote)

9. NEW BUSINESS

- A. O-23-24** Staff Memo and Ordinance Consideration of Ordinance #O-23-24 - Variation to Reduce Required Rear Yard Setback for a Garage Addition to the Single-family Residence, 910 Sherwood Drive (1st Reading)
No action. Information only.

10. STAFF, ELECTED OFFICIALS, AND COMMISSION REPORTS

11. APPROVAL OF WARRANTS

A. Approval of Expenditures

General Fund	\$111,631.26
Motor Fuel Tax Fund	\$0.00
Palatine/Milwaukee Tax Increment Financing District	\$0.00
Tourism District	\$1,192.94
Solid Waste Fund	\$31,105.00
Drug Enforcement Agency Fund	\$17,930.32
Palatine Road Tax Increment Financing	\$0.00
Special Service Area #1	\$0.00
Special Service Area #2	\$0.00

This meeting will be recorded and made available on your local Cable Channel, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website

Special Service Area #3	\$0.00
Special Service Area #4	\$0.00
Special Service Area #5	\$100.55
Special Service Area - Constr #6 (Water Main)	\$0.00
Special Service Area - #8 Levee Wall #37	\$820.70
Capital Improvements	\$19,707.31
Special Service Area - Debt #6	\$0.00
Road Construction Debt	\$0.00
Water Fund	\$6,108.64
Parking Fund	\$179.92
Sanitary Sewer Fund	\$28,687.83
Road/Building Bond Escrow	\$0.00
Police Pension	\$0.00
TOTAL	\$217,464.47
<u>Wire Payments</u>	
08/25/2023 Payroll	\$174,732.33
TOTAL WARRANT	\$392,196.80

12. **PUBLIC COMMENT ON NON-AGENDA MATTERS (*Five Minute Time Limit*)**
13. **EXECUTIVE SESSION** - Pursuant to 5 ILCS 120/2 (c) (2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more of the classes of employees regarding Local 150 collective bargaining negotiations.
14. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**
15. **ADJOURNMENT**
Action Requested: (Motion, Second, Voice Vote)

Posted by 5:00 PM, September 8, 2023

This meeting will be recorded and made available on your local Cable Channel, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website



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

September 6, 2023

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

Re: Public Works – Bulk Material Storage Shed Roof Repairs Project
Contract Recommendation

Dear Mr. Wade:

On Tuesday, September 6, 2023 a bid opening was held at City Hall for the above referenced project. Three contractors downloaded the bid package for this project, but only one bid was received. The low bid was submitted by Alloy Architectural Solutions, LLC from Melrose Park, IL in the amount of \$51,475.00.

We recommend that the City Council authorize the award of a contract with Alloy Architectural Solutions, LLC for the Bulk Material Shed – Roof Repairs Project in an amount not to exceed \$51,475.00.

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

Sincerely,

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

cc: Mark Roscoe, Public Works Director

Resolution No. R-23-21

**A Resolution Approving Bid and Contract for Public Works Bulk Material Storage
Shed Roof Repairs Project**

Whereas, the Prospect Heights Public Works Material Storage Shed requires roof repairs which have been evaluated and budgeted for; and,

Whereas, the City of Prospect Heights held a bid opening for the roof repair project on September 6, 2023, and

Whereas, the lowest responsive bid for the project is Alloy Architectural Solutions, LLC, Melrose Park, IL, at \$51,475; and

Whereas, the City of Prospect Heights has determined it is in the public interest to award the bid and contract to Alloy Architectural Solutions, LLC;

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

Section One: That the bid and contract with Alloy Architectural Solutions, LLC., for Public Works Material Storage Shed Roof Repairs Project 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 11th day of September, 2023.

Patrick Ludvigsen, Mayor

Attest:

City Clerk Prisiajniouk

Ayes: _____

Nayes: _____

Absent: _____



City of Prospect Heights

Department of Engineering
8 North Elmhurst Road, Prospect Heights Illinois, 60070-6070
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www.prospect-heights.il.us

September 6, 2023

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

Re: Alton Road Storm Sewer Improvements
Bid Recommendation

Dear Mr. Wade:

The City received four bids for this project on Tuesday, September 5, 2023, at 10:30 AM. We have reviewed all bids and the bid price extensions. The bids ranged from \$181,383.00 to \$314,457.50. The final engineer's opinion of probable cost was \$180,165.00. A detailed tabulation of all bids is attached.

The low bid of \$181,383.00 was received from Millenium Contracting Co. We have not previously worked with Millenium, but Millenium has worked on many similar projects in other municipalities, and we are confident they have the experience to successfully complete this project.

We recommend award of the contract to Millenium Contracting Co., at the unit prices bid and an estimated total cost of \$181,383.00. 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,

A handwritten signature in black ink, reading 'Daniel J. Strahan'.

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

cc: Mark Roscoe, PW Director
Wadee Rafati, GHA



Client: City of Prospect Heights

Project: Alton Avenue Storm Sewer

GHA Project No: 4755.078

Project Manager: Dan Strahan

Bid Opening Date: 9/5/2023

Bid Opening Time: 10:30:00 AM

Bid Opening Location: City of Prospect Heights City Hall

			Engineer's Estimate of Probable Cost			Millerton Contracting Co.			Alonso Sewer Construction, Inc.			Lenny Hoffman Excavating Inc.			Berger Excavating Contractors, Inc.		
Item No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Unit Price	Total	Unit Price	Unit Price	Total	Unit Price	Unit Price	Total	
20100110	Tree Removal (8" to 14" Unlim Diameter)	30.0	EA	\$900.00	\$27,000.00	\$150.00	\$4,500.00	\$75.00	\$2,250.00	\$61.25	\$1,837.50	\$900.00	\$27,000.00	\$75.00	\$2,250.00	\$2,250.00	
20101100	Tree Trunk Protection	1.0	EA	\$350.00	\$350.00	\$250.00	\$250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$200.00	\$200.00	\$200.00	
20101700	Swale/Grass/Watering	6.0	UNIT	\$400.00	\$2,400.00	\$250.00	\$1,500.00	\$250.00	\$1,500.00	\$5.10	\$30.60	\$5.10	\$30.60	\$200.00	\$200.00	\$200.00	
20201100	Earth Excavation	40.0	CY	\$100.00	\$4,000.00	\$50.00	\$2,000.00	\$75.00	\$3,000.00	\$105.00	\$4,200.00	\$105.00	\$4,200.00	\$200.00	\$200.00	\$2,000.00	
20201200	Removal and Disposal of Unusable Material	40.0	CY	\$300.00	\$12,000.00	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$55.00	\$2,200.00	\$55.00	\$2,200.00	\$100.00	\$100.00	\$1,000.00	
20300150	Trench Backfill	40.0	CY	\$15.00	\$600.00	\$15.00	\$600.00	\$10.00	\$400.00	\$10.00	\$400.00	\$10.00	\$400.00	\$12.00	\$12.00	\$480.00	
21001615	Truss/Furnish and Place, 4"	60.0	SY	\$3,450.00	\$207,000.00	\$15,000.00	\$900,000.00	\$22,000.00	\$1,320,000.00	\$14,400.00	\$864,000.00	\$14,400.00	\$864,000.00	\$12,000.00	\$720,000.00	\$720,000.00	
25000240	Shoring, Class 2A	6.0	AC	\$10,000.00	\$60,000.00	\$3,000.00	\$18,000.00	\$3,000.00	\$18,000.00	\$1,125.00	\$6,750.00	\$1,125.00	\$6,750.00	\$5.00	\$30.00	\$150.00	
25000490	Penetration Protection Nutrient	3.0	LB	\$5.00	\$15.00	\$3.00	\$15.00	\$3.00	\$15.00	\$1.15	\$3.45	\$1.15	\$3.45	\$5.00	\$15.00	\$45.00	
25000700	Erosion Control Blanket	60.0	SY	\$2,450.00	\$1,470,000.00	\$5.00	\$300.00	\$285.00	\$17,100.00	\$4.00	\$240.00	\$4.00	\$240.00	\$12.00	\$720.00	\$720.00	
26000430	Perimeter Erosion Barrier	60.0	FT	\$180.00	\$10,800.00	\$20.00	\$1,200.00	\$20.00	\$1,200.00	\$20.00	\$1,200.00	\$20.00	\$1,200.00	\$10.00	\$600.00	\$600.00	
44001888	Class D Paving, Type 14V, 4 inch	60.0	SY	\$4,000.00	\$240,000.00	\$100.00	\$6,000.00	\$170.00	\$10,200.00	\$174.00	\$10,440.00	\$174.00	\$10,440.00	\$170.00	\$10,200.00	\$10,200.00	
54013557	Precast Reinforced Concrete Flared End Section, 12" Inside	1.0	EA	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
56100025	Storm Sewer Installation, 12" Gravel	140.0	FT	\$900.00	\$126,000.00	\$180.00	\$25,200.00	\$177.00	\$24,780.00	\$181.00	\$25,340.00	\$181.00	\$25,340.00	\$178.00	\$24,920.00	\$24,920.00	
57100100	Storm Sewer Installation, 12" Directionally Drilled Special	260.0	FT	\$200.00	\$52,000.00	\$231.00	\$58,060.00	\$220.00	\$57,200.00	\$240.00	\$62,400.00	\$240.00	\$62,400.00	\$115.00	\$29,900.00	\$29,900.00	
60036200	Inlets, Type A, 12" x 8" Grate	5.0	EB	\$4,000.00	\$20,000.00	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00	\$15,000.00	
67100100	Manhole	1.0	EB	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
87100100	Expansion Excavation (Special)	2.0	EB	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$2,000.00	
92010510	Grubbing and Grubbing	250.0	LD	\$100.00	\$25,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$20.00	\$5,000.00	\$5,000.00	
92440100	Traffic Control and Protection (Special)	1.0	LB	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$8,000.00	
X7010278	Fire Construction Video	1.0	LB	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	
	Stone River Guardrail	20.0	SY	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$2,000.00	
	Post Construction CCTV Exam	2.0	EA	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$8,000.00	
	Water Main Abandon	1.0	LS	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
	Remove and Replace Garden Bed	1.0	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
	Remove and Replace Fence	1.0	LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	
	Tenon's, Corridor (Special)	2.0	LS	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$4,000.00	
Total Base Bid					\$100,165.00	\$111,393.00	\$197,776.00	\$197,776.00	\$197,776.00	\$197,776.00	\$197,776.00	\$197,776.00	\$197,776.00	\$197,776.00	\$197,776.00	\$197,776.00	
Total Bid					\$100,165.00	\$191,393.00	\$389,476.00	\$389,476.00	\$389,476.00	\$389,476.00	\$389,476.00	\$389,476.00	\$389,476.00	\$389,476.00	\$389,476.00	\$389,476.00	

Resolution No. R-23-22

A Resolution Approving Bid and Contract for Alton Road Storm Sewer Improvements

Whereas, Alton Road and adjoining areas of Prospect Heights have been identified as needing storm sewer improvements and the project has been budgeted and engineered; and,

Whereas, the City of Prospect Heights held a bid opening for the Alton Road Storm Sewer Improvement project on September 5, 2023; and,

Whereas, the lowest responsive bid for the improvement project is Millennium Contracting Co., Chicago, Illinois, at \$180,383.00; and,

Whereas, the City of Prospect Heights has determined it is in the public interest to award the bid and contract to Millennium Contracting Co.

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

Section One: That the bid and contract with Millennium Contracting Co., for Alton Road Storm Sewer Improvements 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 by law.

Passed and approved this 11th day of September, 2023.

Patrick Ludvigsen, Mayor

Attest:

City Clerk Prisiajniouk

Ayes: _____

Nayes: _____

Absent: _____

To: Mayor Ludvigsen and Members of the City Council

From: Joe Wade, City Administrator

Subject: Compensatory Wetland Mitigation Credit Purchase Agreement Donnelly Prairies and Oaks Wetland Mitigation Bank

Date: September 7, 2023

Background

As a regulatory requirement for the City's Willow Road/Owen Street Storm Water Management Improvement, the City must purchase compensatory wetland mitigation credits. As the City is filling and excavating areas deemed as specific waters of the United States, it must provide compensatory wetland mitigation credit as a condition of its Army Corps of Engineers permit.

By regulatory formula, as the City is impacting 0.23 acres of wetland, it is required to purchase 0.35 acres of compensatory wetland mitigation credits. This is also a requirement of Cook County's Storm Water Management Ordinance, which is administered by the Metropolitan Water Reclamation District.

Analysis

This agreement and action is a prerequisite for permitting for the City's partnership with Metropolitan Water Reclamation District and Cook County Department of Transportation for the Willow/Owen Flood Control Improvement.

Available area credits are at the Donnelly Prairies and Oaks Wetland Mitigation Bank, under the authority of Libertyville Township. The cost of the requirement is \$45,500, which is available within the project's budget.

Recommendation

For the above reasoning noted, staff recommends approval of this agreement.

Resolution No. R-23-23

**A Resolution Authorizing Compensatory Wetland Mitigation Credit Purchase Agreement
Donnelly Prairies and Oaks Wetland Mitigation Bank Libertyville Township, Lake county,
Illinois**

Whereas, the City of Prospect Heights, in partnership with the Metropolitan Water Reclamation District and Cook County Department of Transportation and Highways is undertaking a flood control improvement project for the benefit of Willow Road and Owen Street; and,

Whereas, as the improvement is filling and excavating areas deemed as specific waters of the United States, it must provide compensatory wetland mitigation credit as a condition of its Army Corps of Engineers permit; and,

Whereas, available area credits are at Donnelly Prairies and Oaks Wetland Mitigation Bank, under the authority of Libertyville Township and the cost of the requirement is \$45,500.

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

Section One: The Compensatory Wetland Mitigation Credit Purchase Agreement Donnelly Prairies and Oaks Wetland Mitigation Bank Libertyville Township, Lake County Illinois is hereby approved and authorized.

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 by law.

Passed and approved this 11th day of September, 2023.

Patrick Ludvigsen, Mayor

Attest

City Clerk Prisiajniouk

Ayes: _____

Nayes: _____

Absent: _____



359 Merrill Court, Libertyville, IL 60048

**Compensatory Wetland Mitigation Credit Purchase Agreement
Donnelly Prairies and Oaks Wetland Mitigation Bank
Libertyville Township, Lake County, Illinois**

THIS COMPENSATORY WETLAND MITIGATION CREDIT PURCHASE AGREEMENT ("Agreement") is made as of this 7th day of August 2023, by and between Libertyville Township, a local unit of government in Illinois ("Seller") and the City of Prospect Heights ("Buyer").

WHEREAS, the Chicago District of the United States Army Corps of Engineers (hereinafter "USACE"), United States Environmental Protection Agency, and United States Fish and Wildlife Service (hereinafter collectively "Federal Regulatory Agencies") have signed the 2017 Interagency Coordination Agreement on Wetland Mitigation Banking within the Regulatory Boundaries of the Chicago District, Corps of Engineers (hereinafter "ICA") providing for the issuance of permits in northeast Illinois to establish wetland mitigation banks to mitigate for the unavoidable filling, flooding, excavating or draining of specific waters of the United States; and

WHEREAS, the County of Cook has passed a Stormwater Management Ordinance that requires mitigation for impacts to wetlands not regulated by the Federal Regulatory Agencies. The Cook County Ordinance is administered by the Metropolitan Water Reclamation District of Greater Chicago (MWRD). MWRD and the Federal Regulatory Agencies will be collectively referred to as Regulatory Agencies; and

WHEREAS, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the ICA and the Department of the Army permit issued in connection with said ICA, USACOE Permit No. LRC-2020-179 (hereinafter "Bank Permit"); and

WHEREAS, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the Lake County Watershed Development Ordinance and has received a permit (067302-2023); and

WHEREAS, Buyer requires a permit from the USACE for the Will Road Flood Control Improvements project which will result in impacts to 0.23 acres of wetland which requires the purchase of 0.35 acres of compensatory wetland mitigation credits (hereinafter "Credits");

WHEREAS, Buyer desires to commit to the purchase 0.35 acres of Credits from the Donnelley Prairies and Oaks Wetland Mitigation Bank in accordance with the terms of this Agreement;



359 Merrill Court, Libertyville, IL 60048

NOW, THEREFORE, in consideration of the mutually binding covenants of the parties, it is agreed as follows:

1. Seller has constructed and will monitor the Donnelley Prairies and Oaks Wetland Mitigation Bank in accordance with the terms of the ICA and Bank Permit.

2. Seller agrees to sell and Buyer agrees to purchase Credits as follows:

- a) Price Per Credit: \$130,000.00
- b) Acres Impacted 0.23
- c) Mitigation Ratio: 1.5 to 1
- d) Total Credits Purchased 0.35
- e) Total Purchase Price \$45,500
- f) Agency Permits USACE LRC-2022-0695
- g) Mitigation Bank: Donnelley Prairies and Oaks Wetland Mitigation Bank

3. Buyer shall deposit with Libertyville Township, the sum of 20 % of the Total Purchase Price upon the execution of this Agreement, as earnest money pursuant to the terms of this Agreement.

4. Buyer agrees to supply such additional information as requested by Regulatory Agencies as may be necessary for the prompt and expeditious processing of Buyer's application for filling/dischARGE of dredge material and/or impairment of existing wetlands and mitigation of such activity through the purchase of the Credits. Payment of the purchase price, less the deposit set forth above, shall be due and owing upon notice from USACE that USACE has authorized Buyer's proposed activity in compliance with the terms of the ICA (hereinafter "USACE Approval Notice").

5. By execution of this Agreement, Seller and Buyer agree to comply with all rules and regulations of the Regulatory Agencies in connection with the Credits purchased pursuant to this Agreement including, but not limited to, the rules and regulations of the Nationwide Permit Program as promulgated by the USACE. In addition, Buyer agrees to allow the Regulatory Agencies as may have jurisdiction, including USACE or its authorized representative to make periodic inspections at any time deemed necessary in order to ensure that the activity



359 Merrill Court, Libertyville, IL 60048

being performed under the authority granted to Buyer is in accordance with the terms and conditions of Regulatory Agency, including USACE rules, regulations and requirements. These obligations shall survive the closing and transfer of Credits.

6. If within 90 days of the deposit, the Buyer has not paid the purchase price to Seller, at any time thereafter either party may terminate this agreement by written notice to the other party. The Agreement may be extended upon approval of both parties.
7. By execution of the Agreement, Seller and Buyer agree to comply with all rules and regulations of the regulatory agencies in connection with the Credits purchased pursuant to this Agreement.
8. The rights of Buyer under this Agreement shall not be assigned, conveyed, transferred, pledged, encumbered or in any way restricted without consent of Seller.
9. All notices to the parties pursuant to this Agreement shall be personally delivered, sent by facsimile transmission, or sent by certified mail, return receipt requested, to the following addresses:

If to Seller: Libertyville Township
359 Merrill Court
Libertyville, Illinois 60048
Attention: Kathleen O'Connor
Phone: 847-816-6800
Email: KOConnor@Libertyvilletownship.us

With Copy to: Hey and Associates, Inc.
26575 W. Commerce Drive, Suite 601
Volo, Illinois 60073
Attention: Jeffrey Mengler
Phone: 815-451-8352
Email: jmengler@heyassoc.com



359 Merrill Court, Libertyville, IL 60048

If to Buyer:

**City of Prospect Heights
8 N Elmhurst Road, Prospect Heights, IL 60070
Attention: Dan Strahan
Phone: 847-821-6233
Email: dstrahan@gha-engineers.com**

If any such notice is given by personal delivery, said notice shall be effective upon the date of delivery. If any such notice is sent by facsimile transmission, said notice shall be effective as of the first business day following proper transmission of said notice. If any such notice is sent by certified mail, said notice shall be effective on the third business day following the date of mailing. The parties may change the address to which notices are to be sent under this Agreement by written notice to the other party.

10. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, representatives and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the day and year first written above.

SELLER:

BUYER:

Libertyville Township

City of Prospect Heights

By: _____

By: _____

Title: _____

Title: _____



City of Prospect Heights

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

7D

MEMORANDUM

Date: September 6, 2023
To: Mayor Ludvigsen and City Council
Cc: Joe Wade, City Administrator
From: Daniel A. Peterson, Director of Building & Development
Subject: Execute a Professional Services Agreement with Hera Registry to Manage Vacant/Foreclosed Property Registration Program per Ordinance #O-17-24

ISSUE:

Property Registration Champions, LLC (ProChamps) the City's management service provider for the vacant/foreclosed properties filed for bankruptcy and closed suddenly this summer creating a need to find a new service provider.

BACKGROUND:

In 2017, in an effort to address the problems with foreclosed and vacant properties and the code enforcement issues that were prevalent with these properties, the City approved Ordinance #O-17-24 Registration of Defaulted Mortgage Property requiring that these properties be registered with the City. The City Council also approved Resolution #R-17-11 authorizing a service agreement with Property Registration Champions, LLC to manage the registration program for the City. For the past 5 plus years (ProChamps) provided the contract services without issue. Their services provided the City with faster notification to responsible parties for compliance notices resulting in timely compliance. Additionally, the City was receiving our revenue per the agreement.

In June of 2023, the City was receiving inquiries regarding the pending bankruptcy and closure of ProChamps from mortgage servicing companies wanting to information on how to comply with the City's registration ordinance. . On July 7, 2023 the City tried to access our account and tried all methods of communication were disconnect or out of service. ProChamps did not provide any notice to the City of their pending bankruptcy or closing. The City finally received confirmation of the bankruptcy by mail around the end of July.

Research began to identify another company that provides this service. After reviewing a few companies, Hera Property Registry, LLC (HERA) was identified as the preferred vendor. Their team is strong and has many years of experience in managing municipal property registration ordinance programs. Their fees are similar to the previous provider. There are two agreements for approval. The first agreement is for the Foreclosure Property Registration Database Service Contract. The second is for the Professional Services Agreement to manage the program.

The Database Services Contract is a short-term agreement not to exceed four months for the creation of the database for the program. There is no up-front to the City. Hera will retain \$120.00 for each registry and remit the balance of \$80.00 to the City. The fees are paid from the \$200.00 registration fee required by Ordinance #O-17-24.

After the four month term, then the contract transitions to the regular service contract and the fees are \$100.00 per registration and the City will receive \$100.00.

Hera is proposing a professional services agreement that will manage the City's vacant **and** foreclosed property registration program. The term will be for an initial 3 years with 1 year auto renewals. Hera will provide training on how to use their software and database to identify and notice legal entities for the properties in the program.

The agreements have been reviewed by the city attorney and there were no issues raised.

ANALYSIS:

This proposed agreements will provide the City with a company that can manage the requirements of the ordinance with a smooth transition.

RECOMMENDATION:

Staff recommends that City Council approve Resolution #R-23-24 approving:

- The Foreclosure Property Registration Database Services Contract
- Professional Services Agreement with Hear Property Registry, LLC

ATTACHMENT:

1. Draft Resolution
2. Database Service Contract & Professional Services Agreement
3. Hera Company Information

Resolution R-23-24

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
HERA PROPERTY REGISTRY, LLC**

WHEREAS, an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City Code of Prospect Heights property maintenance codes, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the CITY; and,

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the City Council adopted Ordinance #O-17-24 the CITY's Property Registration Ordinance ("Ordinance"); and

WHEREAS, pursuant to the Ordinance the CITY desires to enter into a Professional Service Agreement with Hera Property Registry, LLC (HERA) in order to provide services authorized pursuant to the Ordinance " O-17-24", to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the CITY's property maintenance codes (hereinafter "foreclosed property"); and

WHEREAS, HERA will establish and maintain a database of "foreclosed properties", as outlined in the Foreclosure Property Database Services Contract and manage the registration process that is cost-free and revenue-generating for the CITY.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged.

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

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

Section 2: The City Council hereby approves the agreement with Hera Property Registry, LLC, and hereby authorizes the City Administrator to execute associated documents.

Passed and Approved this 11th day of September, 2023

Patrick Ludvigsen, Mayor

Attest:

Joanna Prisiajoniuk, City Clerk

Ayes:

Nays:

Absent:

**FORECLOSURE PROPERTY REGISTRATION
DATABASE SERVICES CONTRACT**

This Foreclosure Property Registration Database Services Contract (this "Contract") is dated _____, 2023, and is effective as of _____ (the "Effective Date"), and is between the CITY OF PROSPECT HEIGHTS, ILLINOIS, ("PROSPECT HEIGHTS"), with an address at 8 N. Elmhurst Rd., Prospect Heights, IL 60070, and HERA PROPERTY REGISTRY, LLC, a Florida limited liability company, with an address at 1900 S. Harbor City Blvd., Ste. 211, Melbourne, FL 32901 ("HERA").

WHEREAS, Prospect Heights wants to engage HERA for foreclosure property registration database services (the "Services") as set forth in Attachment A to this Contract.

WHEREAS, HERA is willing and able to accept such engagement and provide the Services in accordance with the terms and conditions stated in this Contract.

WHEREAS, Prospect Heights's Procurement Division authorized the emergency request for this Contract.

Now, therefore, the parties agree as follows:

1. **Recitals.** The recitals are accurate and true and are hereby incorporated in this Contract.

2. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated in and made a part of this Contract and which, in case of conflict, have priority in the order listed as follows:

- a. This Contract, as modified by any subsequent signed amendments.
- b. Any purchase order under this Contract.
- c. Scope of Work and Pricing Schedule attached as Attachment A.
- d. The indemnification provisions attached as Attachment B.
- e. The insurance provisions attached as Attachment C.

3. **Performance of Services.** Prospect Heights hereby engages HERA and HERA hereby accepts said engagement for the purpose of providing the Services to Prospect Heights in accordance with the provisions of this Contract.

4. **Term.** The term of this Contract (the "Term") commences on the Effective Date and continues for a period of four (4) months, unless sooner terminated in accordance with the terms of this Contract. Prospect Heights reserves the right to terminate this Contract at any time and for any reason by giving written notice to HERA. If Prospect Heights terminates this Contract as provided herein, Prospect Heights will be relieved of all further obligations other than payment

for those Services actually performed to the date of termination. The parties understand and agree that HERA does not have a reciprocal right to terminate this Contract for convenience; it being understood that Prospect Heights's payment for the Services forms the consideration for HERA not having this right.

5. **Compensation.** HERA shall be paid for the Services in accordance with the pricing schedule set forth in Attachment A and according to the terms of this Contract. Prospect Heights's obligation to make payment is contingent upon the availability of lawfully appropriated funds for the Services.

6. **Taxes.** Prospect Heights is generally exempt from any taxes imposed by the State of Illinois or the federal government. Prospect Heights will provide exemption certificates upon request. HERA shall not include any federal, state, or local taxes in any price quotes or invoices to Prospect Heights.

7. **Indemnification & Insurance.** HERA shall comply with the indemnification and insurance provisions attached as Attachments B and C, respectively.

8. **Contract Managers.** Each party will designate a contract manager during the Term whose responsibility is to oversee the party's performance of its duties and obligations pursuant to this Contract. Prospect Heights's contract manager is Daniel A. Peterson, Director of Building & Development, 8 N. Elmhurst Rd., Prospect Heights, IL 60070 (dpeterson@prospect-heights.org), and HERA's contract manager is Clifford Johnson, Manager, 1900 South Harbor City Boulevard, Suite 211, Melbourne, Florida 32901 (cjohnson@heraregistry.com). Each party shall provide prompt written notice to the other party of any changes to the party's contract manager or his or her contact information; provided, such changes shall not be deemed contract amendments and may be provided by email.

9. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

To Prospect Heights:
City of Prospect Heights, Illinois
Attn: Daniel A. Peterson,
Director of Building and Development
8 N. Elmhurst Rd.
Prospect heights, IL 60070

To HERA:
Hera Property Registry, LLC
Attention: Manager
1900 South Harbor City Boulevard, Suite 211
Melbourne, Florida 32901

10. **Retention of Records.** HERA and each of its subcontractors shall maintain all business records directly pertinent to the performance of this Contract (the "Records") and shall make the Records available at all reasonable times, including during HERA's regular business

hours, for examination by Prospect Heights during the Term and for three years from the date of final payment under this Contract.

11. **Compliance with Laws.** HERA shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exists and may be amended from time to time. If any of the obligations of this Contract are to be performed by a subcontractor, the provisions of this section will be incorporated into and become a part of the subcontract.

12. **Nondiscrimination.** HERA represents that it has adopted and will maintain throughout the Term a policy of nondiscrimination against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. HERA agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by Prospect Heights for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, however, that HERA shall not be required to produce for inspection records covering periods of time more than one year prior to the day and year first above written. HERA agrees that, if any of the services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this section will be incorporated into and become a part of the subcontract.

13. **Public Records.** In accordance with state public records law, HERA shall:

- a. Keep and maintain public records required by Prospect Heights to perform the Services.
- b. Upon request from Prospect Heights's custodian of public records, provide Prospect Heights with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the Term and following completion of this Contract if HERA does not transfer the records to Prospect Heights.
- d. Upon completion of this Contract, transfer to Prospect Heights at no cost all public records in possession of HERA or keep and maintain public records required by Prospect Heights to perform the Services. If HERA transfers all public records to Prospect Heights upon completion of this Contract, HERA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HERA keeps and maintains public records upon completion of this Contract, HERA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Prospect Heights upon request from Prospect

Heights's custodian of public records in a format that is compatible with Prospect Heights's information technology systems.

14. **Relationship of Parties.** In performance of this Contract, HERA is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of Prospect Heights. HERA shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to perform the Services in accordance with this Contract.

15. **Modification; Waiver.** No modification of this Contract will be effective unless it is in writing and signed by the parties. No waiver under this Contract will be effective unless it is in writing and signed by the party granting the waiver.

16. **Severability.** If any covenant, term, or provision of this Contract is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms, and provisions of this Contract and will not affect the validity, interpretation, or effect of the remainder of this Contract.

17. **Governing Law; Venue.** This Contract is governed by and construed in accordance with the laws of the State of Illinois and the ordinances of Prospect Heights. Venue for any action arising out of this Contract lies exclusively in the courts of Adams County, Illinois.

18. **Entire Agreement.** This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Contract. No statement or representation of the parties or their agents or employees made outside of this Contract and not contained in this Contract will form any part of this Contract or bind either party. HERA may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to Prospect Heights (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. HERA acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

19. **Counterparts.** This Contract may be executed electronically and in counterparts, each of which will be deemed an original and all of which will constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties are signing this Contract the day and year first written above.

DATED THIS ____ day of _____, 2023.

**CITY OF PROSPECT HEIGHTS,
ILLINOIS**

By: _____

Name: Joe Wade

Title: City Administrator

DATED THIS ____ day of _____, 2023.

HERA PROPERTY REGISTRY, LLC

By: _____

Name: Clifford J. Johnson

Title: CEO

ATTACHMENT A - Scope of Work and Pricing Schedule



HERAREGISTRY.COM
HELPING BUILD VIBRANT NEIGHBORHOODS

1900 S. Harbor City Blvd. Suite 211
Melbourne, FL 32901
321-234-5303
heraregistry.com
vpro@heraregistry.com

Scope of Work – Property Registration Services

- ❖ Hera identifies individual registration requirements for abandoned, vacant, foreclosure, pre-foreclosure, and Real Estate Owned (REO) properties.
- ❖ Hera establishes and maintains an online electronic property registration platform and property database and collects all information required by the community's ordinance.
- ❖ Hera will provide inspection and verification of property and occupancy status to determine if a property is in violation of the community's ordinance.
- ❖ Hera proactively monitors foreclosure filings and other registration triggers through multiple data sources.
- ❖ Hera notifies responsible parties of their obligation to register for initial registrations and for renewal registrations, and processes deregistration and updated information requests.
- ❖ Hera provides staff training and easy access to complete information for properties in the Registry, as well as access to various reporting capabilities.
- ❖ Hera collects property registration fees on behalf of the local government and remits fees to the local government, providing information on registrations received on a monthly basis.
- ❖ Hera responds to any public records requests for information in the registry.
- ❖ Hera works closely with community code enforcement to address maintenance issues for registered properties, as well as properties that are noncompliant with registration requirements.

Pricing Schedule

- ❖ Services are provided at no up-front cost to the community.
- ❖ Hera retains \$120.00 of each registration fee, and 33% of any late fees.
- ❖ Hera remits the balance of registration fees and late fees collected to the community with a detailed report on a monthly basis.

Additional Expenses

- ❖ Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the County.

ATTACHMENT B

Indemnification

HERA and its subcontractors (collectively, the "Indemnifying Parties") shall hold harmless, indemnify, and defend Prospect Heights and its members, officers, officials, employees, and agents (collectively, the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature, that may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Contract, operations, services, or work performed thereunder; and
2. Environmental Liability, to the extent the Contract contemplates environmental exposures, arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and
3. Intellectual Property Liability, to the extent the Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the services, any product generated by the services, or any part of the services as contemplated in the Contract, constitutes an infringement of any trademark, copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the services, or any product generated by the services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the service or product with a non-infringing service or product or modify such service or product in a way satisfactory to the Indemnified Parties, so that the service or product is non-infringing.

If an Indemnified Party exercises its right under the Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Parties of the applicable claim or liability, and (2) allow the Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations described herein are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of the law of the State of Illinois, all other terms of this indemnity shall remain in full force and effect.

ATTACHMENT C

Insurance Requirements

Without limiting its liability under the Contract, HERA (and its subcontractors) shall at all times during the term of the Contract procure prior to commencement of work and maintain at its sole expense, and shall endorse to name Prospect Heights and its members, officers, officials, employees, and agents, insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule

Workers' Compensation

Employer's Liability

Limits

Statutory Coverage

\$100,000 Each Accident

\$100,000 Disease Policy Limit

\$100,000 Each Employee / Disease

Such insurance shall cover HERA (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability that would be covered by the latest edition of the standard Workers' Compensation policy by the State of Illinois. In addition to coverage required by the State of Illinois, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products & Comp. Ops. Agg.

\$1,000,000 Personal / Advertising Injury

\$1,000,000 Each Occurrence

\$50,000 Fire Damage

\$5,000 Medical Expenses

Automobile Liability

(Coverage for all automobiles owned, hired, or non-owned used in performance of the Contract)

\$1,000,000 Combined Single Limit

Professional Liability

\$1,000,000 Per Claim & Aggregate

Such insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Cyber Liability & Data Storage

\$1,000,000 Per Claim & Aggregate

Such insurance shall be on a form acceptable to Prospect Heights and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Contract and such claims-made coverage must respond to all claims reopened within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Additional Insurance Provisions

- A. **Certificates of Insurance.** HERA shall provide Prospect Heights with Certificates of Insurance that show the corresponding contract, bid, or purchase order number in the description, Additional Insureds, Waivers of Subrogation, and Primary & Noncontributory statement as provided below. The Certificates of Insurance shall be made available upon request from Prospect Heights.
- B. **Additional Insured.** All insurance except Workers' Compensation shall be endorsed to name Prospect Heights and its members, officers, officials, employees, and agents as Additional Insured.
- C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of Prospect Heights and its members, officers, officials, employees, and agents.
- D. **Carrier Qualifications.** The above insurance shall be written by a licensed insurer with an A.M. Best Rating of A- VII or better.
- E. **HERA's Insurance Primary.** The insurance provided by HERA shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Prospect Heights or its members, officers, officials, employees, and agents.
- F. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with the Contract shall remain the sole and exclusive responsibility of the named insured. Under no circumstances will Prospect Heights or its members, officers, officials, employees, and agents be responsible for paying any deductible or self-insured retentions related to the Contract.
- G. **HERA's Insurance Additional Remedy.** Compliance with the insurance requirements of the Contract shall not limit the liability of HERA or its subcontractors, employees, or agents to Prospect Heights or its members, officers, officials, employees, and agents and

shall be in addition to and not in lieu of any other remedy available under the **Contract** or otherwise.

- H. **Waiver/Estoppel.** Neither approval by Prospect Heights nor failure to disapprove the insurance furnished by HERA shall relieve HERA of its full responsibility to provide insurance as required under the Contract.
- I. **Notice.** HERA shall provide an endorsement issued by the insurer to provide Prospect Heights 30 days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, HERA shall provide said 30 days' written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of HERA under the Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, Prospect Heights may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that Prospect Heights and others also be named as an additional insured.
- L. **Special Provision.** Prior to executing the Contract, HERA shall present the Contract and this Attachment C (Insurance Requirements) to its insurance agent affirming: (1) that the agent has personally reviewed the insurance requirements of the Contract, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of HERA.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 by and between **HERA PROPERTY REGISTRY, LLC**, a Florida Limited Liability Company with an address at 1900 S. Harbor City Blvd., Ste 211, Melbourne, FL 32901 ("HERA") and the **CITY OF PROSPECT HEIGHTS, ILLINOIS**, with an address at 8 N. Elmhurst Rd., Prospect Heights, IL 60070 ("Prospect Heights").

WITNESSETH:

I. SCOPE OF REPRESENTATION

1. Prospect Heights is retaining HERA to represent Prospect Heights in providing property registration services for their foreclosure property registration ordinance, Title 4, Chapter 10, of the Prospect Heights City Code, "Registration of Defaulted Mortgage Property" (the "Ordinance").

2. As is further set forth herein, Prospect Heights hereby authorizes HERA to represent Prospect Heights's interests in providing a property registration service pursuant to the Ordinance.

II. DUTIES OF HERA

Ordinance Registration Services

1. HERA shall provide an online foreclosure property registration service for Prospect Heights pursuant to the Ordinance.

2. HERA shall monitor mortgage defaults and other property registration triggers under the Ordinance and shall send notice to the mortgagee or other responsible party of a duty to register the property.

3. Collections made by HERA will be deposited immediately into a separate account maintained in a federally insured bank for Prospect Heights.

4. All registration fees collected by HERA shall be remitted to Prospect Heights, less HERA's collection costs, by the Fifteenth (15th) day of each month, for all monies collected for the previous monthly period, net of expenses and costs which will be calculated in accordance with the terms of this Agreement.

III. PAYMENT FOR HERA'S SERVICES.

1. In consideration of the cost of registration services rendered by HERA, Prospect Heights hereby agrees to pay HERA one hundred dollars (\$100.00) of the total registration fee for each property registration fee collected by HERA. Should there be a fee required for public/official record data acquisition integral to the performance of the duties required under this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the county.

2. If Prospect Heights's Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining 33% of the fee and remit the balance to Prospect Heights pursuant to the monthly remittance schedule.

3. When HERA collects registration fees, HERA shall remit the collected registration fees to Prospect Heights in accordance with this Agreement.

IV. INSURANCE

HERA shall maintain insurance coverage as required by Prospect Heights, and at a minimum general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

V. INDEMNIFICATION: DEFENSE: COOPERATION

In addition to, and not in limitation of the insurance requirements, HERA agrees:

1. HERA shall indemnify, defend, and hold harmless Prospect Heights, its officers, employees, elected officials, and agents (the "Indemnified Parties") from and against any and all liabilities arising directly out of or in connection with malpractice or negligent acts under this Agreement by HERA or any of its agents, provided, however, that the HERA shall not be responsible for that portion, if any, of a loss that is caused by the negligence of Prospect Heights. Prospect Heights shall indemnify, defend, and hold harmless HERA, its officers, employees, elected officials, and agents from any and all acts performed by HERA if done at the direction of Prospect Heights or in connection with the administration of this Agreement. HERA shall not be responsible for that portion, if any, of a loss that is caused by any challenge to Prospect Heights Ordinance in a competent court of jurisdiction or any action which Prospect Heights directs HERA to perform.

2. HERA shall, upon Prospect Heights's demand and at Prospect Heights's direction, promptly and diligently defend, at HERA's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties caused by malpractice or negligent acts for which HERA is responsible under this Section and, further to HERA's indemnification obligations, HERA shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

3. In all instances where Prospect Heights will indemnify HERA for a loss caused by the negligence of Prospect Heights or a loss caused by any challenge to Prospect Heights's Ordinance, Prospect Heights shall pay the cost of their own defense and may select counsel of their own choosing, so long as a conflict does not exist.

4. HERA shall, and shall cause its agents to, cooperate with Prospect Heights and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of HERA in connection with this Agreement.

5. The provisions of this Section shall survive the termination of this Agreement.

VI. SUPPORT AND MAINTENANCE

HERA shall provide all support and maintenance required in connection with the Services, including but not limited to:

1. Training and support for community staff and responsible parties;
2. Collection and remittance of registration fees and any late fees or penalties;

VII. OWNERSHIP AND USE OF DOCUMENTS

All documents, records, applications, files and other materials produced by HERA in connection with the services rendered pursuant to this Agreement shall be the property of Prospect Heights, and shall be provided to city upon request. HERA shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Hera Property Registry, LLC's endeavors. In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by HERA whether finished or unfinished shall become the property of Prospect Heights, and shall be delivered by HERA to the appropriate person within seven (7) days of termination of this Agreement by either party. Any compensation due to HERA shall be withheld until all documents are received as provided herein.

VIII. COMMUNITY DATA

Prospect Heights acknowledges registering Properties governed by the Ordinance prior to this Agreement. On a date agreed upon by the Parties and prior to the Effective Date of this

Agreement, Prospect Heights will provide HERA a digital file in a format agreeable to the Parties containing all of the information of all Properties registered by Prospect Heights. All registrations and fees received by Prospect Heights during the period from the data delivery date to the Effective Date of this Agreement will be submitted to HERA and considered registrations by HERA under the terms of this Agreement. If Prospect Heights is unable to provide the agreed upon digital file, then Prospect Heights will provide HERA all property registration information, including but not limited to registration forms, for manual entry into HERA's database. If manual entry of this information is required, Prospect Heights agrees to compensate HERA \$5.00 per property.

IX. SURVIVAL

The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

X. AUDIT AND RECORDS

HERA shall maintain records pertaining to this Agreement for a period of seven years from final payment. Such records shall be subject to audit by Prospect Heights on reasonable advanced, written notice. The audit shall be conducted at the premises of Prospect Heights on business days only and during normal working hours.

XI. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the principles of conflicts of laws.

XII. EXPENSES

During the term of this Agreement, HERA shall be responsible for all expenses and costs associated with the service.

XIII. TERM AND TERMINATION

This Agreement shall remain in effect for three (3) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term. HERA and Prospect Heights each expressly reserve the right to withdraw from this Agreement at any time upon 60 days written notification to the other party, subject to any applicable ethical rules. HERA shall cooperate fully with Prospect Heights and replacement third-party administrator, if any, to return all files, information, as more fully set forth herein, which obligation shall survive termination of this Agreement. Upon termination, HERA shall cease all work performed under this Agreement and forward to Prospect Heights any registration fees owed to Prospect Heights.

XIV. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that HERA is an independent contractor under this Agreement and not Prospect Heights's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between Prospect Heights and HERA and Prospect Heights shall not be liable for any obligation incurred by HERA, including but not limited to unpaid minimum wages and/or overtime premiums.

XV. EQUAL OPPORTUNITY ACT

In the performance of this Agreement, HERA shall not discriminate against any firm, employee, or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, or national origin.

XVI. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY

1. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

XVII. SECTION AND OTHER HEADINGS

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

**XIX. PROSPECT HEIGHTS'S SIGNATURE HEREON SHALL CONSTITUTE
HERA'S AUTHORITY TO PROCEED WITH THIS REPRESENTATION**

Prospect Heights hereby acknowledges that all of the terms of this Agreement have been fully explained to Prospect Heights, and that Prospect Heights fully understands all of the provisions herein.

DATED THIS ____ day of ____, 2023.

**CITY OF PROSPECT HEIGHTS,
ILLINOIS**

By: _____

Name: Joe Wade

Title: City Administrator

DATED THIS ____ day of ____, 2023.

HERA PROPERTY REGISTRY, LLC

By: _____

Name: Clifford J. Johnson

Title: CEO



City of Prospect Heights

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

MEMORANDUM

Date: August 1, 2023

To: Mayor Ludvigsen and City Council

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

Subject: ZBA Case No. 23-11V – 307 Viola Lane
Variation to Reduce Required Side Yard Setbacks for an Addition to a Legal
Non-Conforming Residence.

Issue: John and Ann Lenz, owners of the subject property, are seeking a variation to Section 5-6-1 E2 of the City of Prospect Heights Zoning Code to allow the reduction of the required setback from 15' to 13.4' on the west side yard and 9' 10" on the east side yard for the construction of an addition to the rear of the existing legal non-conforming structure.

Background: The PZBA held a public hearing on July 27, 2023. The existing home constructed in the 1950s with the existing setbacks of 13.4' and 9' 10". The proposed addition will match the existing house line and not encroach any further into the required interior side yards. The PZBA voted unanimously, 5-0, to recommend approval of the variation.

Applicants have requested a waiver of first reading and staff concurs.

Recommendation: Approve the waiver of first reading and Approve Ordinance No. O-23-22 Granting Certain Variations to the property located at 307 Viola Lane

Memorandum

To: Mayor Ludvigsen and City Council

From: Maciej Kempa – Chairman
Plan / Zoning Board of Appeals

Date: August 1, 2023

Subject: Recommendation
Case No. PZBA -23-11 V - Variation
Applicant: John and Ann Lenz
Property Address: 307 Viola Lane
Hearing Date: July 27, 2023

I. Purpose

Conduct a public hearing regarding and application for a Variation to Section 5-6-1 E2 to allow a reduction in the required side yards from 15' to 13.43' along the west side yard and from 15' to 9' 10" along the west side yard in an R-1 Single Family Residential District at 307 Viola Lane.

II. Comments and Testimonies

Mr. John Lenz, property owner, testified that he was requesting the variation to construct two small additions in the rear of his home to match the existing east and west elevations. Mr. Lenz stated the additions will not encroach closer to the side yard lot lines. The home was constructed prior to the City of Prospect Heights incorporating. The existing is legal non-conforming as the respective side yards being less than 15' for an interior lot.

Director Peterson read into the record an email received from Greg & Eileen Stocco, 303 Viola Lane, Prospect Heights, IL. They were not in support of the variation to preserve open space.

III. Board and Staff Comments

Director Peterson provided an exhibit that clearly showed the extent of the variation on a copy of the plat of survey. There were no other comments.

IV. Decisions and Findings

A motion was made by Commissioner Simmons seconded by Commissioner Patel, to recommend approval of a variation to reduce the corner side yards as requested at 307 E. Viola Lane, Prospect Heights, IL

The motion was 5-0 to recommend approval of the variation request and forward to the City Council.

Respectfully Submitted

ORDINANCE NO. O-23-22

**AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR
THE PROPERTY AT
307 VIOLA LANE, PROSPECT HEIGHTS, ILLINOIS**

WHEREAS, the provisions of the Prospect Heights Zoning Ordinance applicable to the property legally described in Exhibit A attached hereto (hereinafter "Property") and commonly known as 307 Viola Lane prescribe that the principal structure maintain a 15' side yard setback from the property line, and

WHEREAS, the owner of the Property has submitted for consideration of a variation to allow a 1.58' reduction in the west side yard setback and a 5' 2" reduction on the east side yard setback from 15' to 13.42' and from 15' to 9. 10" for an addition to a single family residence to match the existing legal non-conforming structure per Section 5-6-1E2 of the City of Prospect Heights Zoning Code on the property commonly known as 307 Viola Lane, Prospect Heights, Illinois, in the City's R-1 Single Family Residential District; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on January 26, 2023 regarding said application; and

WHEREAS, the Plan/Zoning Board of Appeals has recommended the Requested Variation be approved and has made the necessary finding therefore; and

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

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

Section 1. The City Council hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby incorporates them as part of this Ordinance.

Section 2. The Requested Variation is hereby granted.

Section 3. That this variation is conditioned upon applicant's construction of the addition substantially in accordance with the approved plans, Exhibit B, and documents submitted at the public hearing on this matter and with applicable codes.

Section 4. That this Ordinance and all exhibits attached hereto shall be recorded at the Cook County Recorder's Office at the expense of the Owners.

Section 5. The City Clerk is directed to publish this ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this 11th day of September, 2023.

Patrick Ludvigsen, Mayor

ATTEST:

Joanna Prisiajnik, City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form: September 11, 2023.

Legal Description of 307 Viola Lane, Prospect Heights, IL

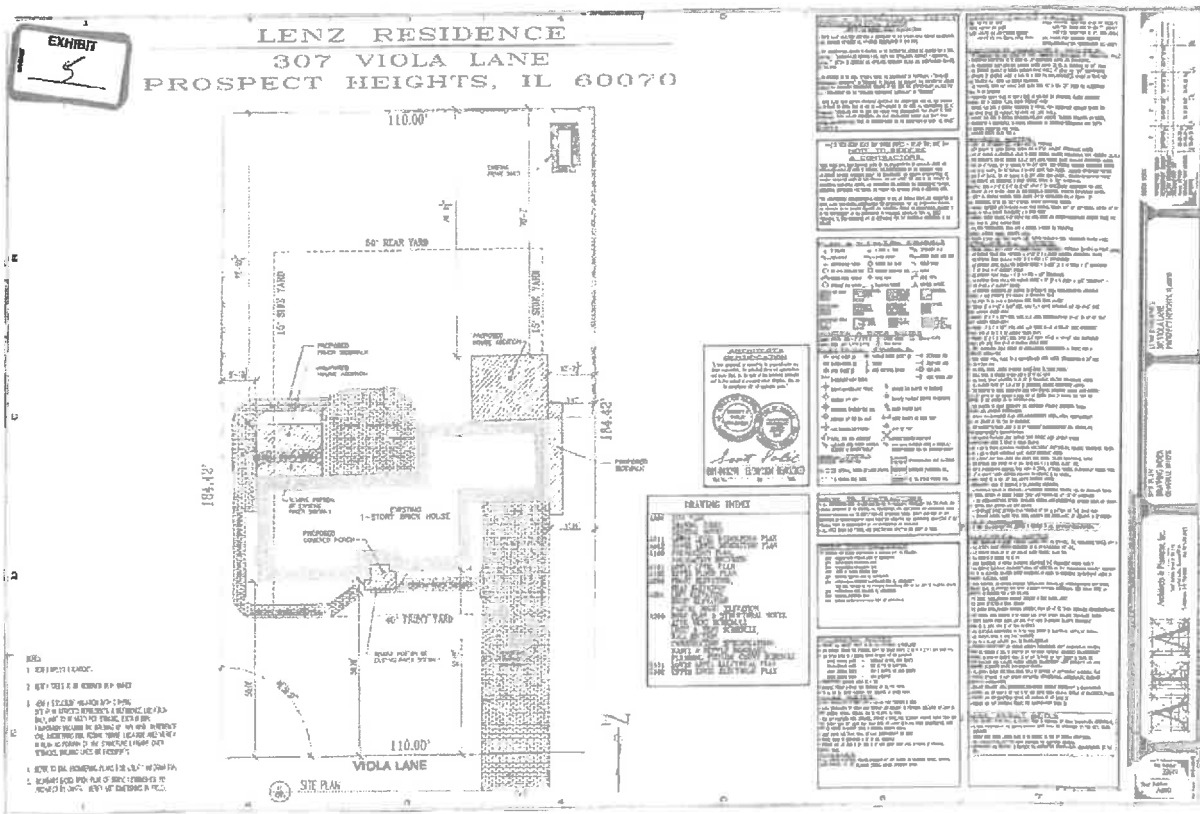
PIN #03-22-107-014-0000



Exhibit B

Proposed Site Plan prepared by ALA Architects

Date 03/01/23





City of Prospect Heights

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

MEMORANDUM

Date: June 28, 2023

To: Chairman Kempa and Planning/Zoning Board of Appeals

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

Subject: ZBA Case No. 23-11 V – Variation to Reduce Side Yard Setbacks for an Addition to a Legal Non-Conforming Home
307 Viola Lane, Prospect Heights, IL.

Please be advised that John and Ann Lenz, owners of the subject property, are seeking a variation to Section 5-6-1 E2 of the City of Prospect Heights Zoning Code to allow the reduction of the required side yard setbacks from 15' to 13.42' on the West and from 15' to 9' 10" on the East for the construction of additions to their legal non-conforming structure.

The existing home is setback 13.42' from the west property line and 9' 10" from the east property. The home was constructed prior to the City of Prospect Heights adopting a zoning code is legal non-conforming. The proposed additions to the rear of the house will match the existing building lines and not encroach any further into the required side yard.

Please contact me should you have any questions regarding this application.

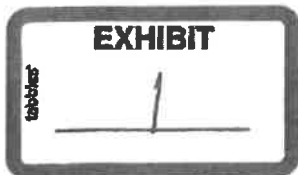
Thank you.

PZBA Meeting

Case #23-11 V

307 Viola Lane, Prospect Heights. IL

[illegible]



FOR OFFICE USE ONLY:

FEE PAID _____
RECIEPT # _____
DATE _____
RECV'D BY _____
CASE # _____
MEETING DATE _____

PLAN/ZONING BOARD OF APPEALS
APPLICATION

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

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

APPLICANT: John Lenz
ADDRESS: 307 Viola Lane
Prospect Heights, IL 60070

PHONE: _____
ADDRESS OF SUBJECT PROPERTY: 307 Viola Ln. Prospect Heights, IL 60070

PROPERTY IS LOCATED IN THE R-1 ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE: 5-6-1 E2

DESCRIPTION OF REQUEST: Encroach 1-7" on the West and 5'-1 3/4" on the East
into the interior side yard setback for addition to existing home

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

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

The follow items MUST be sumitted at time of filling:

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

6-26-2023

Date:


Signature of Applicant

June 26, 2023

Daniel Peterson
Director of Building & Development
City of Prospect Heights
8 N Elmhurst Road
Prospect Heights, IL 60070



RE: Request for Variance

Dear Mr. Peterson,

I am writing this letter to request approval for a Zoning Variance to encroach on the interior side lot setback requirements for an addition to 307 Viola Lane, Prospect Heights, IL 60070. The variance request is to construct a master bedroom addition that will encroach on the East side yard setback by 5'-1 3/4" and garage addition that will encroach on the West side yard setback by 1'-7". The encroachment will be in line with the existing house dimensions as currently constructed on the lot.

Below are justifications for approval variance from the zoning ordinance.

Following the current setback requirements would change the layout and configuration of the existing home. The proposed addition would not align with existing interior conditions and would alter the interior/exterior aesthetics along with structural and mechanical uniformity.

Special conditions and circumstances exist which are peculiar to the land, structure of building involved, and which are not applicable to other lands, structures, or building in the same district.

Response: The existing house is a legal nonconforming structure built prior to the City side yard setback requirements.

Literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.

Response: The addition is proposed to remain in line with the existing structure to maintain the building aesthetics and be consistent with existing home conditions.

The alleged hardship has not been directly created by any person presently, or a predecessor in interest, having a proprietary interest in the premises.

Response: We purchased this home in 2015. The existing structure was built in 1956 prior to the City side yard setback ordinance requirements. The existing conditions and circumstances are out of the control of the applicant.

The proposed variation will not be materially detrimental to the public welfare of injurious to other property or improvements in the neighborhood.

Response: The addition is for private use only. It will improve the property and its value along with other property values in the neighborhood.

The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets increase the danger of fire or endanger the public safety.

Response: The addition will not encroach on the neighboring properties any further than current existing conditions. This will not impair the adequate supply of light or air to the adjacent properties. This variance request is for an interior side yard setback and will not create congestion in public streets and will not increase the danger of fire or public safety.

The proposed variation will not alter the essential character of the locality.

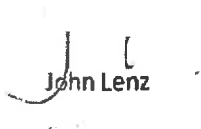
Response: The side yard variance request will not alter the local character as the additions will maintain the current side yard alignment and match the existing home's building materials.

The proposed variation is in harmony with the spirit and intent of this Ordinance.

Response: The variance is in harmony by providing a uniform and visually appealing addition to match the existing home's building structure. It will maintain and preserve aesthetic continuity along the property line with respect to the surrounding properties.

If you have any questions in reference to the above request, please feel free to contact me directly at the number below.

Sincerely,


John Lenz

EXHIBIT

CENTERLINE - VIOLA LANE

ASPHALT PAVEMENT

CONCRETE CURB & GUTTER

ROAD
RIGHT OF WAY

ROAD
RIGHT OF WAY

50'

BUILDING LINE

EAST FACE CURB
LINE EAST RIGHT

1 STORY BRICK

WEST FACE CURB
LINE WEST

BRICK DRIVE

WEST FACE CURB
LINE WEST

SOUTH FACE CURB
LINE SOUTH

SOUTH FACE CURB LINE
LINE SOUTH & EAST

EAST FACE CURB LINE
LINE EAST & SOUTH

10' PUBLIC UTILITY & DRAINAGE EASEMENT

10' PUBLIC UTILITY & DRAINAGE EASEMENT

BOUNDARY SURVEY

of

LOT TEN (10) IN FIRST ADDITION TO ROBERT N. BEERS' SUBDIVISION IN THE WEST
HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

± 20,206 SQUARE FEET

DUE TO HEAVY SNOW COVER NOT
ALL DRIVEWAYS, PATIOS, DECKS AND
SIDEWALKS SHOWN

GRAPHIC SCALE



STATE OF ILLINOIS) C.C. DESIGN FIRM: #184-002859
COUNTY OF COOK)
PYRAMID LAND SURVEYORS, INC. AS ILLINOIS LICENSED
PROFESSIONAL LAND SURVEYORS, HEREBY STATE THAT WE HAVE
SURVEYED THE PROPERTY DESCRIBED ABOVE AND THIS
PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS
MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 16TH DAY OF
FEBRUARY 2016

GENE SCOLA PLS #035-003984 EXPIRES 11-30-2016

ORDERED BY

STEVEN R. KATHE

Address: 307

307 S. The...
307 S. The...
307 S. The...

VICINITY MAP



ADDRESS: 307 VIOLA LANE



PIN# 03-22-107-014-0000



PYRAMID LAND SURVEYORS
Land Surveyors Illinois and Wisconsin

10 SOUTH LIBERTY DRIVE
SOUTH BARRINGTON ILLINOIS 60010
PHONE 847-671-1832 FAX 847-428-5443

FIELD WORK COMPLETED: FEB. 14, 2015
DRAWN BY: G.V.S. SCALE: 1"=25'

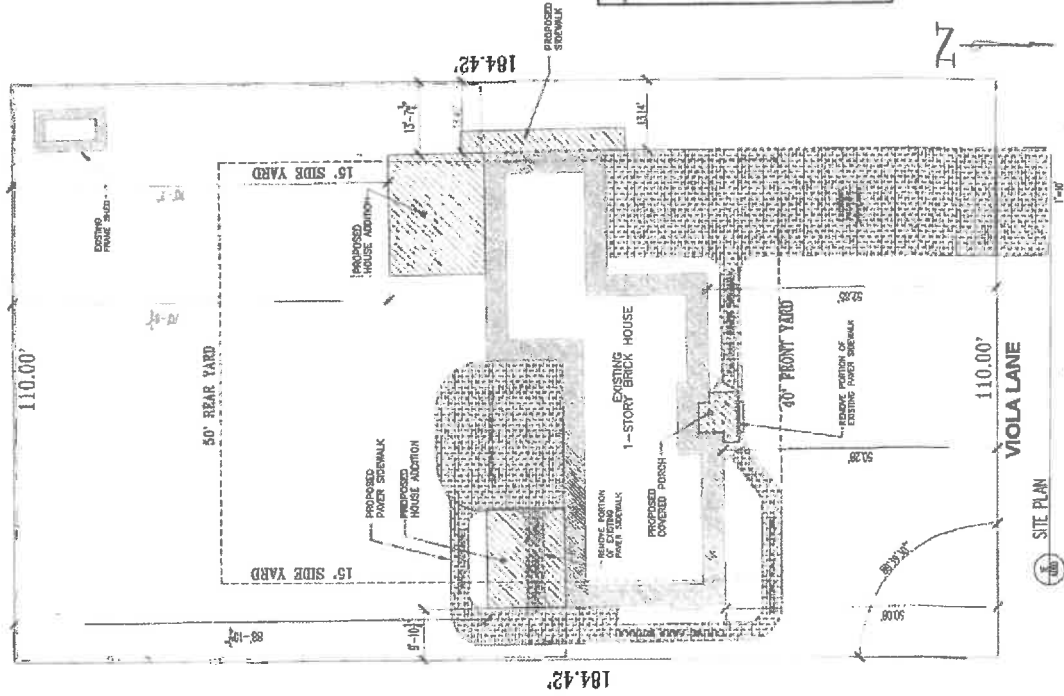
BOOK NUMBER: 1901-45

DRAWING NUMBER: 117-150212

pyramidland@yahoo.com



LENZ RESIDENCE
307 VIOLA LANE
PROSPECT HEIGHTS, IL 60070



- NOTES:
1. CURB LIMIT LOCATIONS
 2. NEARBY TREES TO BE MAINTAINED WITH CARE
 3. NEARBY STRUCTURES LOCATED WITH CARE
 4. SITE PLAN DRAWING REPRESENTS A PRELIMINARY CONCEPT ONLY. NOT TO BE USED FOR CONSTRUCTION OF ANY PART. ANY CONSTRUCTION SHALL BE BASED ON THE FINAL APPROVED SITE PLAN. ANY CHANGES TO THE SITE PLAN SHALL BE MADE IN WRITING AND SIGNED BY THE ARCHITECT AND THE OWNER.
 5. SETBACK IN ONE DIRECTION PLANS FOR CURB LIMIT INFORMATION.
 6. DIMENSIONS BASED UPON FULLY SET BACKED DIMENSIONS TO PROPERTY BY OWNER. NEARBY LOT DIMENSIONS IN FEET.

ARCHITECT & ENGINEER, INC.
307 VIOLA LANE
PROSPECT HEIGHTS, IL 60070

GENERAL NOTES

1. SITE PLAN

2. FLOOR PLAN

3. ELEVATIONS

4. SECTION

5. DETAIL

6. SCHEDULE

7. SPECIFICATIONS

8. CONTRACT

9. PERMITS

10. AS-BUILT

11. FINISH

12. LANDSCAPE

13. UTILITIES

14. STRUCTURE

15. MECHANICAL

16. ELECTRICAL

17. PLUMBING

18. HEATING

19. COOLING

20. INSULATION

21. PAINT

22. ROOFING

23. FLOORING

24. WALLS

25. CEILING

26. DOORS

27. WINDOWS

28. STAIRS

29. ELEVATOR

30. RAMP

31. PORCH

32. PATIO

33. DECK

34. FENCE

35. GARDEN

36. TREES

37. SHRUBS

38. FLOWERS

39. GRASS

40. SOIL

41. WATER

42. SEWER

43. GAS

44. ELECTRIC

45. TELEPHONE

46. CABLE

47. SATELLITE

48. FIBER OPTIC

49. RAINWATER

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Zoning Review



Date: July 24, 2023

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

Applicant: John and Ann Lenz

Subject Property: 307 Viola Lane

Application: Variation for Side Yard Setbacks – Section 5-6-1 E2

Project: Addition to Existing Legal Non-Conforming Home in the R-1 District

Documents Reviewed: Completed Application. See list of exhibits in packet.

Applicable Zoning & Building Code Sections: Yard Areas: 5-6-1 E 2 Interior Side Yards
Variation Standards 5-10-8

Current Zoning: R-1 Single Family Residential District

Current Use: Single Family Residential Permitted Use

Request: The petitioner is seeking a variation to Section 5-6-1 E2 to allow a reduction in the required interior side yard setback from 15' to 13.42' in the west side yard and from 15' to 9' 10" for the east side yard for the proposed additions to the existing legal non-conforming home.

Standards for Variations:

There are two variations being requested. Staff has reviewed the project for conformance with the standards for variation. Commissioners should review for conformance with the standards for variation on each request separately.

5-10-8: VARIATIONS:

F. Standards For Variations: The plan/zoning board of appeals shall not recommend variation of the regulations of this title unless it shall make findings of fact based upon the evidence as presented that: (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

Response: **1. Existing home built prior to the City's incorporation is in the 1950's with the existing side yards setback and is legal non-conforming.**

Existing Side Yard Setbacks:

West side yard: 13.42'

East yard: 9'10"

2. Literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this title.

Response: **1. Standard met**

3. The alleged hardship has not been directly created by any person presently, or a predecessor in interest, having a proprietary interest in the premises.

Response: **1. Standard met**

4. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

Response: **Standard met.**

5. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

Response: **Standard met.**

6. The proposed variation will not alter the essential character of the locality.

Response: **The overall project will not alter the essential character of the locality. The proposed additions meet lot coverage requirements.**

7. The proposed variation is in harmony with the spirit and intent of this title.

Response: **Standard met.**

8. Granting the variation requested will not confer the applicant any special privilege that is denied by this title to owners of other lands, structures, or buildings in the same district.

Response: **Standard will be met as each case is reviewed and granting of the variation is not denying the right of others in the same district to seek the same variation.**

9. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for issuance of a variation. (Ord. 0-77-27, 7-18-1977)

Response: Standard met. This case is based upon the conditions of the property.

10. The plan/zoning board of appeals shall further make a finding that the reasons set forth in the application justify the granting of the variation, and that the variation is the minimum variation that will make possible the reasonable use of the land, building, or structure. (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

Response: No additional conditions are necessary.

The board may impose such conditions and restrictions upon the location, construction, design and use of property benefited by a variation as may be necessary or appropriate to comply with the foregoing standards and to protect adjacent property and property values.

Conclusion

Staff believes the project will not create any negative impacts to the neighbors and is in keeping with the character of the neighborhood.

Staff concurs with the request.



City of Prospect Heights

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

MEMORANDUM

Date: September 5, 2023

To: Mayor Ludvigsen and City Council

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

Subject: ZBA Case No. 23-10 V – 910 Sherwood Dr.
Consideration of Ordinance #O-23-24 - Variation to Reduce Required Rear Yard Setback for a Garage Addition to the Single-family Residence

Issue: Phillip Kochanski, owner of the subject property, is seeking a variation to Section 5-6-1 E5 of the City of Prospect Heights Zoning Code to allow the reduction of the required rear yard setback from 50' to 30' for the construction of an addition to the house for an attached garage.

Background: The PZBA opened a public hearing on July 27, 2023. The original request was for a 33.75' encroachment into the rear yard. After considerable discussion, the applicant requested a continuance so he could meet with his architect and revise his variation request until the August 24, 2023 regular hearing date. August 24, 2023, the hearing was re-opened and the applicant presented his revised request. The new request was for a twenty foot (20') encroachment. A 13.75' reduction from the original request. After testimony and deliberation of the facts of the case. The PZBA requested three conditions be incorporated into the approval motion and ordinance.

- A maximum of two, two car wide garage doors for the entire primary building;
- The addition shall incorporate the same roof pitch as the existing structure;
- The garage addition to be restricted to one-story in height and not encroach closer than 30' to the rear lot line.

The applicant agreed to the proposed conditions. The PZBA voted unanimously, 6-0, to recommend approval of the variation with the listed conditions.

Staff concurs with the recommendation.

Recommendation: First reading, no action required for Ordinance No. O-23-24 Granting Certain Variation to the property located at 910 Sherwood Dr. Prospect Heights, IL 60070

ORDINANCE NO. O-23-24

**AN ORDINANCE GRANTING CERTAIN VARIATION FOR
THE PROPERTY AT
910 SHERWOOD, PROSPECT HEIGHTS, ILLINOIS**

WHEREAS, the provisions of the Prospect Heights Zoning Ordinance applicable to the property legally described in Exhibit A attached hereto (hereinafter "Property") and commonly known as 910 Sherwood Dr. prescribe that the principal structure maintain a 50' rear yard setback from the property line, and

WHEREAS, the owner of the Property has submitted for consideration a variation request to allow a 20' reduction in the rear yard setback for an attached garage addition to a single family residence from 50' to 30' per Section 5-6-1E5 of the City of Prospect Heights Zoning Code, shown in Exhibit B, on the property commonly known as 910 Sherwood Dr., Prospect Heights, Illinois, in the City's R-1 Single Family Residential District; and

WHEREAS, the Plan/Zoning Board of Appeals held a public hearing on July 27, 2023 with a continuation to August 24, 2023 regarding said application; and

WHEREAS, the Plan/Zoning Board of Appeals has recommended the Requested Variation be approved and has made the necessary finding therefore; and

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

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

Section 1. The City Council hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby incorporates them as part of this Ordinance.

Section 2. The Requested Variation is hereby granted.

Section 3. That this variation is conditioned upon applicant's construction of the addition substantially in accordance with the approved plans and documents submitted at the public hearing on this matter and with applicable codes. With the following conditions.

- A maximum of two, two car wide garage doors for the entire primary building;
- The addition shall incorporate the same roof pitch as the existing structure;
- The garage addition to be restricted to one-story and not encroach closer than 30' to the rear lot line.

Section 4. That this Ordinance and all exhibits attached hereto shall be recorded at the Cook County Recorder's Office at the expense of the Owners.

Section 5. The City Clerk is directed to publish this ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED this _____ day of September, 2023

Patrick Ludvigsen, Mayor

ATTEST:

Joanna Prisiajniouk, City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form September _____, 2023.

Exhibit A

Legal Description of 910 Sherwood Dr., Prospect Heights, IL

LOT 158 IN EHLER AND WENBORG'S COUNTRY GARDENS UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #03-15-308-007-0000

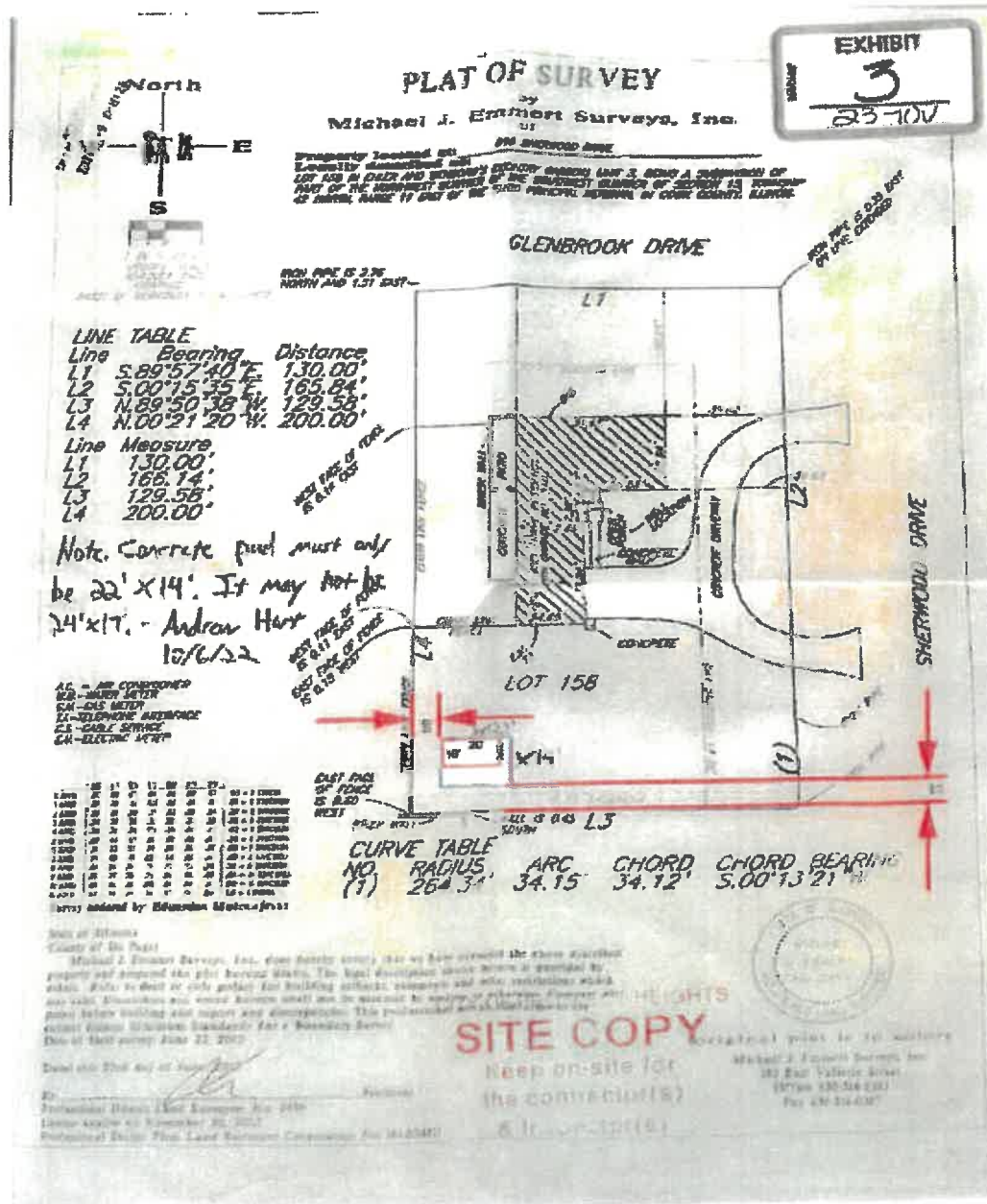
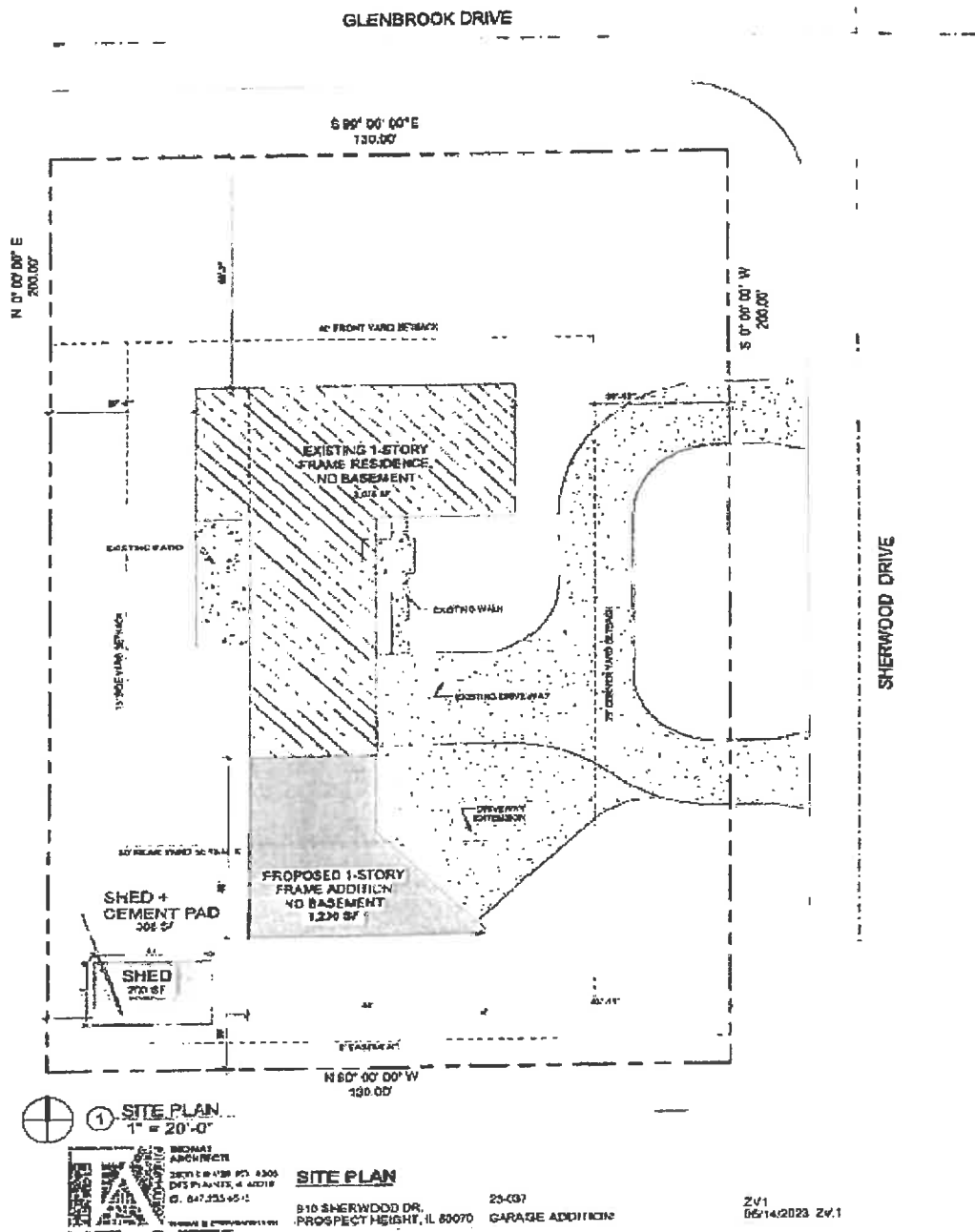


Exhibit B

Revised Site plan dated 08-14-2023, prepared by Thomas Architects

Revision 08-14-2023 1.1





City of Prospect Heights

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

MEMORANDUM

Date: June 27, 2023
To: Chairman Kempa and Planning/Zoning Board of Appeals
From: Daniel A. Peterson, Director of Building & Development
Subject: ZBA Case No. 23-10 V – Variation to Reduce Rear Yard Setback for an Addition to a Single Family Home at 910 Sherwood Dr.

Please be advised that Philip Kochanski, owner of the subject property, seeking a variation to Section 5-6-1 E5 of the City of Prospect Heights Zoning Code to allow the reduction of the required rear yard setback from 50' to 16.25' for the construction of an addition to his single-family home.

A public hearing will be held on Thursday July 27, 2023 at 7:00 pm at the Prospect Heights City Hall.

Please contact me should you have any questions regarding this application.

Thank you.



City of Prospect Heights

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

MEMORANDUM

Date: August 18, 2023

To: Chairman Kempa and Planning/Zoning Board of Appeals

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

Subject: ZBA Case No. 23-10 V – Variation to Reduce Rear Yard Setback for an Addition to a Single Family Home at 910 Sherwood Dr.

Please be advised that Philip Kochanski, owner of the subject property, has submitted a request to amend his rear yard variation request. Below is a comparison of the proposed amended request to the original request.

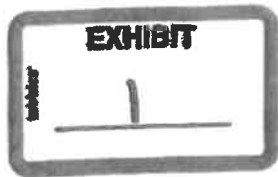
	Original Request	Amended Request	Difference
Variation Encroachment	33.7'	20'	13.7'
Rear Yard Setback	16.3'	30'	13.7'
Addition Size	1,760 sf.	1,230 sf	530 sf

Please review the revised site plan and Mr. Kochanski's letter dated August 17, 2023 in preparation for the hearing next week.

The public hearing for PZBA Case #23-10 V will be continued at the August 24, 2023 regular meeting of the PZBA.

Please contact me should you have any questions regarding this application.

Thank you.



RECEIVED JUN 19 2023

FOR OFFICE USE ONLY:

FEE-PAID _____
RECEIPT # _____
DATE _____
RECV'D BY _____
CASE # _____
MEETING DATE _____

PLAN/ZONING BOARD OF APPEALS
APPLICATION

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

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

In addition to the application fee a refundable deposit not <\$500 nor >\$5,000 shall be required for all zoning applications to offset the direct costs of the application incurred by the City. If costs exceed the available escrow balance applicant will be required to replenish account. If balance remains the money will be refunded or applied to any building permit cost. (Refer to Ord. O-18-06: 5-10-7(D))

APPLICANT: Phillip Kochanski
ADDRESS: 910 Sherwood Dr.
Prospect Hts., IL 60070

PHONE: _____

E-MAIL: _____

ADDRESS OF SUBJECT PROPERTY: 910 Sherwood Dr. Prospect Hts.

PROPERTY IS LOCATED IN THE R-1 ZONING DISTRICT.

APPLICABLE SECTION OF ORDINANCE: 5-6-1 E5 Rear yard

DESCRIPTION OF REQUEST: Reduce Rear Yard From 50' to 15' to construct attached garage addition.

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

Has the property been the subject of previous or pending administrative legislative or court action:
YES _____ NO X If yes, give details: n/a

The follow items MUST be submitted at time of filing:

1. Application (12 copies)
2. Plat of Survey (12 copies) - must be drawn to scale and indicate the location of the proposed addition or construction and must contain the legal description of the property, along with additional information to support the application. (12 copies) *Note - please include one copy for file no longer than 11x17.
3. Proof of Ownership (1 copy)
4. Letter indicating Hardship (for variations only 12 copies)
5. Application Fee (cash or check made payable to: City of Prospect Heights)
6. Notice to Property Owners (1 copy) - will be supplied to you by the City of Prospect Heights.
7. List of Property Owners (1 copy) for Notice to Property Owners mailing - will be supplied to you by the City of Prospect Heights.

06/16/2023
Date:

Phillip Kochanski
Signature of Applicant

Letter of Hardship

RECEIVED JUN 18 2023

I am presenting this letter to request your consideration and understanding regarding my need for variations to build a garage on my property in Prospect Heights.



I am currently facing the following hardships:

1. Lack of storage space: My building does not have an attic with a usable pitch, making it impossible to utilize that space for storage purposes.
2. Absence of a basement: My property does not have a basement, leaving me with only a crawl space that is inadequate for storing larger items or vehicles.
3. Ownership of multiple vehicles: I own two cars, a collector's car, and a large 6-cylinder motorcycle. The lack of sufficient parking space creates inconveniences and poses risks for these valuable assets.
4. Forced sale of beloved vehicle: Due to the limited storage space, I was forced to sell my beautiful American dream Corvette Grand Sport, a white convertible. I hope to repurchase it once I have a suitable garage to store it securely.
5. Additional vehicles owned by family members: My girlfriend and her 18-year-old daughter each own a car, further intensifying the need for additional parking space.
6. Non-commercial use: It is important to note that my intention for constructing a garage is solely for personal use and storage, not for operating a repair shop. I am a professional working with computers, not automobiles.
7. Safety concerns: Parking on the driveway poses safety risks, such as obstructing emergency vehicle access. The driveway is narrow and would make it impossible for emergency vehicles to reach the entrance efficiently in case of an emergency.
8. Impracticality of outdoor parking during extreme weather: If three people, including myself, are forced to park their cars outside during summer or winter, it becomes impractical. Cars can become very hot during the summer, causing discomfort and potential damage to the interior. Similarly, during winter, the cars are exposed to extreme cold, snow, and ice, making it difficult to use them without significant effort to remove snow or thaw ice.
9. Neighborhood aesthetics: parking on the driveway significantly affects the aesthetic appeal of the neighborhood or creates visual clutter. I am looking for an additional garage as a solution to improve the overall appearance and livability of the area.

I understand the importance of maintaining the visual harmony of the neighborhood and assure you that I will engage expert professionals to ensure the design of the proposed garage aligns with the architectural style and character of the surrounding area. I have already consulted with Thomas Budzik from Thomas Architects, who has extensive experience in designing homes in Prospect Heights, including my beautiful house he built about 10 years ago. Thomas Budzik's expertise and familiarity with the local architectural aesthetics will ensure that the garage blends seamlessly with the neighborhood.

I kindly present my case in person before the Village Council and to relevant committees to discuss the details and provide any additional information or documentation that may support my plea.

Thank you for your consideration and understanding. I sincerely believe that with your support, I can overcome these hardships and contribute positively to the community.

Sincerely,
Phillip Kochanski

23 10v

by
Michael J. Emmert Surveys, Inc.
of

#10 SHERWOOD DRIVE

Property located at:
 Legally described as:
 LOT 158 IN EHLER AND MORGAN'S COUNTRY SWAINS UNIT 3 BEING A SUBDIVISION OF
 PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 TOWNSHIP
 40 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
 ILLINOIS.

GLENBROOK DRIVE

FROM PAGE 3 OF 25 USE
ON LINE EXTENDED

IRON PIPE IS 2.75
NORTH AND 1.51 EAST-

Line	Bearing	Distance
L1	S. 89° 57' 40" E	130.00'
L2	S. 00° 15' 35" E	165.84'
L3	N. 89° 50' 38" W	129.58'
L4	N. 00° 21' 20" W	200.00'

Line	Measure
L1	130.00'
L2	166.14'
L3	129.58'
L4	200.00'

WEST FACE OF FENCE IS 0.14 EAST

Note: Concrete pad must only be 22' x 14'. It may not be 24' x 17'. - Andrew Hart
10/6/22

A.C. - AIR CONDITIONER
H.M. - WATER METER
G.M. - GAS METER
T.I. - TELEPHONE INTERFACE
C.S. - CABLE SERVICE
E.M. - ELECTRIC METER

[illegible]

from ordered by: Edwardas Molochovas

State of Illinois,

copy of the paper

Michael J. Foremost Surveys, Inc. does hereby certify that we have surveyed the above described property and prepared the plat herein drawn. The legal description shown herein is provided by others. Refs. to deed or this policy for building setbacks, easements and other restrictions which exist. Dimensions not noted herein shall not be assumed by staking or otherwise. Company will make a field check and report any discrepancies. This professional service includes information in the current National Minimum Standards for a Boundary Survey.

Date of field survey: June 22, 2012

SITE CO

Date of field survey, June 22, 2002

Dated 15th Feb. 1947

Professional Illinois Land Surveyor No. 1495

League rules as November 20, 2011

Professional Design Firm Land Surveyor Commission No. 0000000000

SITE COPY

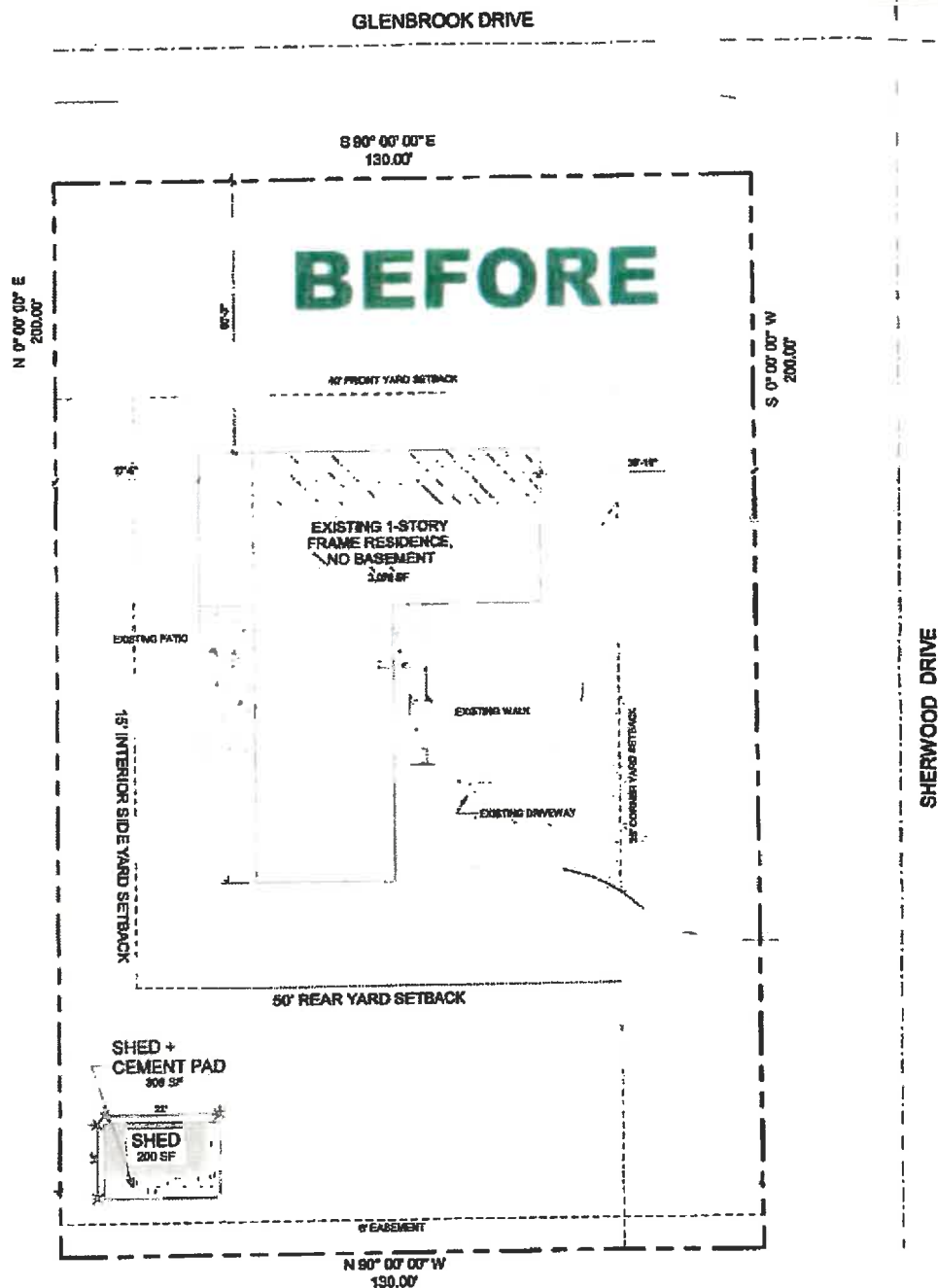
Original plot is in color.

Keep on-site for the contractor(s)

Michael J. Finnerty Surveyors, Inc.
101 East Vallarta Street
Office 430-516-0161
Fax 430-514-0167

REF ID: A66244

EXHIBIT
6
23-100



① SITE PLAN
1" = 20'-0"

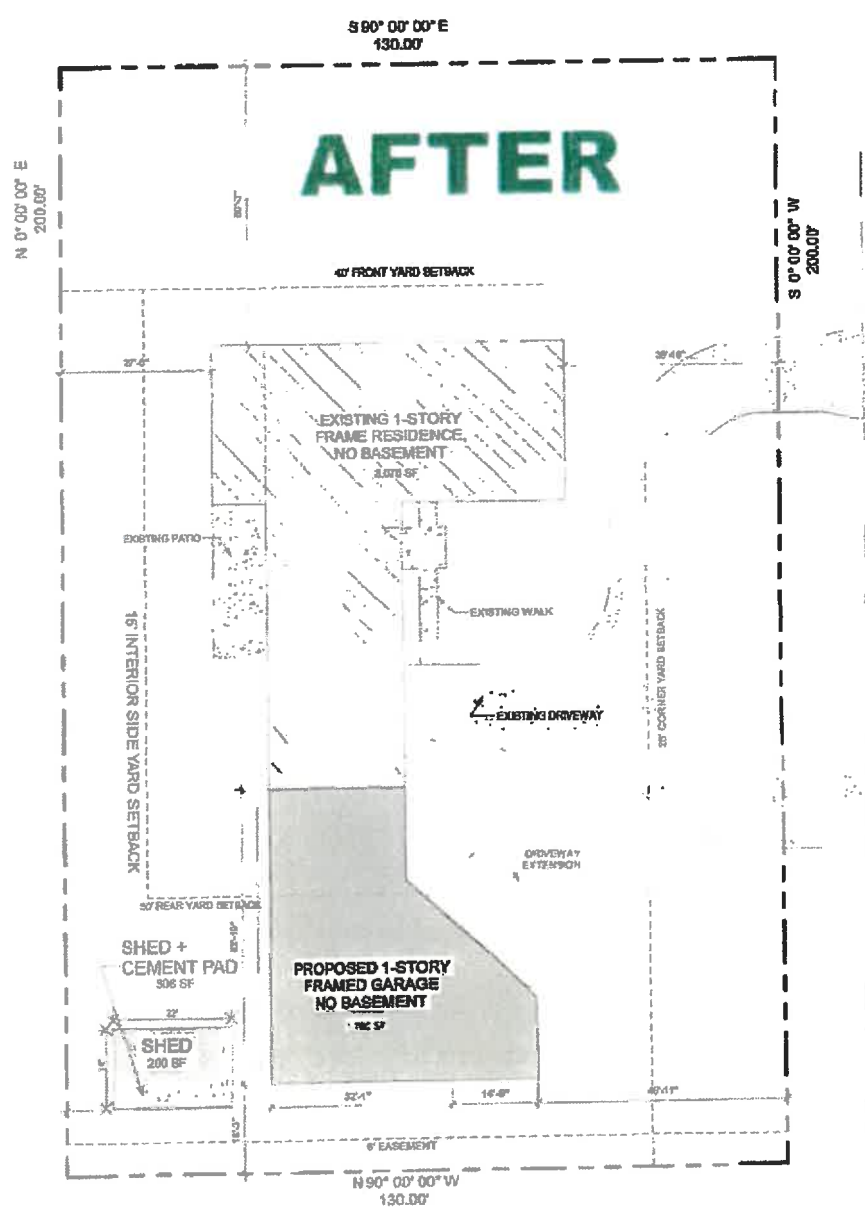


SITE PLAN
910 SHERWOOD DR.
PROSPECT HEIGHT, IL 60070
23-037
GARAGE ADDITION

ZV1
03/14/2023 ZV.1

10-12-2023
EXHIBIT
10-12-2023

GLENBROOK DRIVE



① SITE PLAN
1" = 20'-0"

THOMAS ARCHITECTS
200 S RIVER RD., #305
DES PLAINES, IL 60018
TEL: 647.233.4815
WWW.THOMASARCHITECTS.COM

SITE PLAN

910 SHERWOOD DR.
PROSPECT HEIGHT, IL 60070
GARAGE ADDITION

23-037

ZV/1
08/14/2023 ZV/1
08/28/2023 ZV/1

Zoning Review



Date: July 24, 2023

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

Applicant: Phillip Kochanski

Subject Property: 910 Sherwood Dr.

Application: Variation for Rear Yard Setback – Section 5-6-1 E5

Project: Reduce required rear yard from 50' to 15'

Documents Reviewed: Completed Application. See list of exhibits in packet.

Applicable Zoning & Building Code Sections: Yard Areas: 5-6-1 E5 Rear Yards
Variation Standards 5-10-8

Current Zoning: R-1 Single Family Residential District
Current Use: Single Family Residential Permitted Use

Request: The petitioner is seeking a variation to Section 5-6-1 E5 to allow a reduction in the required rear yard setback from 50' to 15' for the proposed garage addition to the existing home.

Standards for Variations:

Staff has reviewed the project for conformance with the standards for variation. Commissioners should review for conformance with the standards for variation..

5-10-8: VARIATIONS:

F. Standards For Variations: The plan/zoning board of appeals shall not recommend variation of the regulations of this title unless it shall make findings of fact based upon the evidence as presented that: (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

Response: **1. Applicant to provide testimony to address special circumstances. The primary hardship is lack of storage due to low pitch roof without attic storage and the home built on a slab without a basement.**

2. Literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this title.

Response: **1. Applicant shall provide testimony indicating how his rights commonly enjoyed by others are being deprived.**

3. The alleged hardship has not been directly created by any person presently, or a predecessor in interest, having a proprietary interest in the premises.

Response: **1. Standard met.**

4. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.

Response: **Standard met.**

5. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

Response: **The proposed addition will not impair the light, air or increase dangers to public safety.**

6. The proposed variation will not alter the essential character of the locality.

Response: **Applicant states that the architectural design will not alter the character of the locality. The propose lot coverage of the existing structure and addition comply with the lot coverage requirement.**

Lot Size: **26,000 sf**

Existing Building: **3,077 sf**

Proposed: **1,756 sf**

Total Area: **4,833 sf**

Lot Coverage **18.6%**

7. The proposed variation is in harmony with the spirit and intent of this title.

Response: **Applicant should provide testimony indicating the addition is the minimum necessary to meet his storage needs.**

8. Granting the variation requested will not confer the applicant any special privilege that is denied by this title to owners of other lands, structures, or buildings in the same district.

Response: Standard will be met as each case is reviewed and granting of the variation is not denying the right of others in the same district to seek the same variation.

9. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for issuance of a variation. (Ord. 0-77-27, 7-18-1977)

Response: Standard met. This case is based upon the conditions of the property.

10. The plan/zoning board of appeals shall further make a finding that the reasons set forth in the application justify the granting of the variation, and that the variation is the minimum variation that will make possible the reasonable use of the land, building, or structure. (Ord. 0-77-27, 7-18-1977; amd. Ord. 0-03-35, 9-15-2003)

Response: No additional conditions are necessary.

The board may impose such conditions and restrictions upon the location, construction, design and use of property benefited by a variation as may be necessary or appropriate to comply with the foregoing standards and to protect adjacent property and property values.

Conclusion

Staff has reviewed the project with the project architect. Staff believes the project will not create any negative impacts to the neighbors and is in keeping with the character of the neighborhood.

Staff concurs with the request.

Phillip Kochanski
910 Sherwood Drive Prospect Hts., IL 60070



August 17, 2023

Dear Members of the Planning & Zoning Board of Appeals,

I am writing to follow up on the discussion held during the Planning & Zoning Board of Appeals meeting on July 27, 2023, where I presented my application for a variance to modify the setback of the rear yard on my property. I am grateful for the opportunity to address the board and to have received valuable feedback from Chairman Maciej Kempa and other members present during the meeting.

During the meeting, Chairman Maciej Kempa suggested that I consider modifying my original request for a setback of 15 feet to a setback of 30 feet to accommodate the construction of my dream garage. I took this suggestion to heart and consulted extensively with my architect to incorporate the proposed changes into the site plans. I am pleased to submit the revised site plans, which reflect the alterations recommended by Chairman Maciej Kempa, for your consideration.

Additionally, I want to emphasize that prior to the meeting, I had already taken steps to engage with my neighbors, many of whom would be directly impacted by the proposed variance. I personally spoke to approximately 20 neighboring households, all of whom have shown their support for my application by signing documents affirming their approval. Furthermore, I conducted a certified mailing to inform my closest neighbors, a group of 40 residents, about my proposed plans. I am pleased to remind you that none of these residents raised any objections to my original or revised plans.

Furthermore, I would like to address the suggestion put forth by Member Neal Patel during the meeting regarding the possibility of constructing a detached garage as opposed to an attached one. While this is a valid consideration, I have observed that within my immediate vicinity, only one detached garage exists, which does not harmonize aesthetically with the surrounding buildings. My intention is to create an addition that complements the existing architecture and maintains a cohesive appearance. Additionally, the proposed addition will not be prominently visible from the street due to the presence of trees that effectively obscure its view.

If I were to opt for a detached garage, I could potentially position it anywhere within my rear yard, even as close as 5 feet or 15 feet from the property line. Such a placement would not necessitate a variance. However, I must highlight that constructing a

Phillip Kochanski
910 Sherwood Drive Prospect Hts., IL 60070

detached garage in this manner would require the removal of very old and large trees. Considering this, I have made the decision to pursue the construction of an attached garage, which will be positioned approximately 30 feet away from the property line. It is important to note that the majority of my neighbors share a similar property layout, with their garages situated as close as 6 to 10 feet from the property line.

I want to express my gratitude to Chairman Maciej Kempa for his insightful suggestion, which prompted me to revise my plans in a way that I believe benefits both my needs and the community's aesthetics. I am hopeful that the Planning & Zoning Board of Appeals will find the revised plans in alignment with the vision and requirements of the neighborhood. I kindly request that my revised application be reviewed during the meeting scheduled for Thursday, August 24, 2023.

I would like to take this opportunity to extend an invitation to all Members of the Planning & Zoning Board of Appeals to visit my property before the scheduled meeting on August 24th. The address is 910 Sherwood. A visual inspection on-site would provide a more comprehensive understanding of my intentions regarding the proposed addition and attached garage. During this visit, I will be able to personally present my project and provide detailed insights into how it aligns with the existing landscape and neighborhood aesthetics.

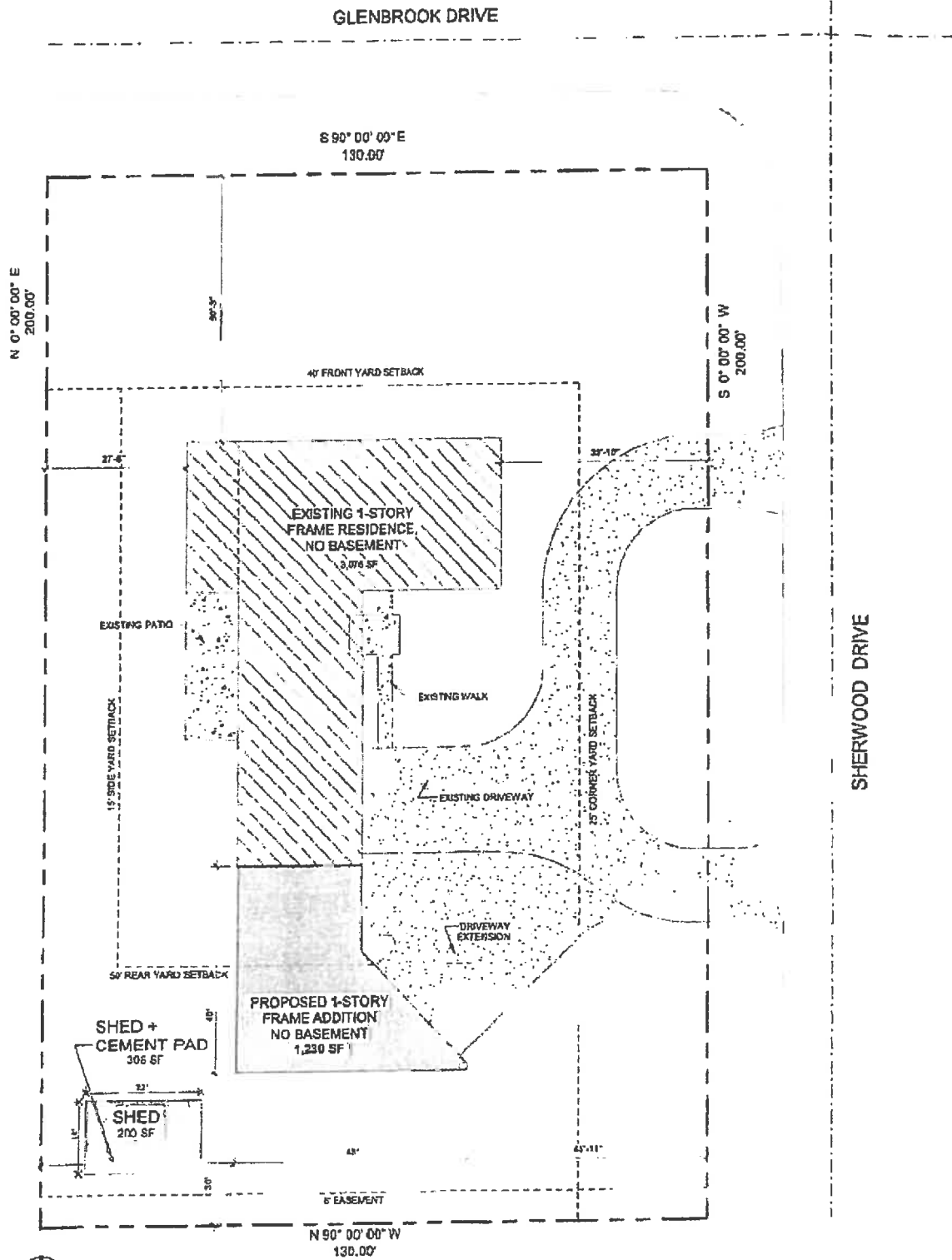
Your presence would greatly contribute to a comprehensive review of my application, and I believe that seeing the site firsthand will enhance the clarity of my proposal. Your insights and feedback during the on-site visit would be invaluable in making an informed decision during the upcoming meeting.

I truly appreciate your time and consideration, and I eagerly await the opportunity to showcase my project and address any questions you may have. Please feel free to contact me to coordinate a suitable date and time for the visit.

Thank you for your time and consideration. I remain enthusiastic about the opportunity to contribute positively to the neighborhood while realizing my aspirations for my property. Please feel free to contact me if you require any further information or clarification.

Sincerely,
Phillip Kochanski

Revision 08-14-2023 1.1



1 SITE PLAN
1" = 20'-0"

THOMAS
ARCHITECT
2800 S RIVER RD, #325
DES PLAINES, IL 60018
O: 847.235.6815
THOMAS@THOMASARCHIT.COM

SITE PLAN

910 SHERWOOD DR,
PROSPECT HEIGHT, IL 60070

23-037
GARAGE ADDITION

ZV1
06/14/2023 ZV.1



City of Prospect Heights

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

MEMORANDUM

Date: August 18, 2023

To: Chairman Kempa and Planning/Zoning Board of Appeals

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

Subject: ZBA Case No. 23-10 V – Variation to Reduce Rear Yard Setback for an Addition to a Single Family Home at 910 Sherwood Dr.

Please be advised that Philip Kochanski, owner of the subject property, has submitted a request to amend his rear yard variation request. Below is a comparison of the proposed amended request to the original request.

	Original Request	Amended Request	Difference
Variation Encroachment	33.7'	20'	13.7'
Rear Yard Setback	16.3'	30'	13.7'
Addition Size	1,760 sf.	1,230 sf	530 sf

Please review the revised site plan and Mr. Kochanski's letter dated August 17, 2023 in preparation for the hearing next week.

The public hearing for PZBA Case #23-10 V will be continued at the August 24, 2023 regular meeting of the PZBA.

Please contact me should you have any questions regarding this application.

Thank you.

PZBA Meeting

Case #23-10 V

910 Sherwood Dr., Prospect Heights. IL

[illegible]

**CITY OF PROSPECT HEIGHTS
WARRANT LIST SUMMARY
9/11/2023**

Checks

General Fund	\$ 111,631.26
Motor Fuel Tax Fund	-
Tourism District	1,192.94
Solid Waste Fund	31,105.00
Drug Enforcement Agency Fund	17,930.32
Palatine Road Tax Increment Financing	-
Special Service Area #1	-
Special Service Area #2	-
Special Service Area #3	-
Special Service Area #4	-
Special Service Area #5	100.55
Special Service Area-Constr#6(Water Main)	-
Special Service Area #8 - Levee Wall #37	820.70
Capital Improvements	19,707.31
Special Service Area-Debt#6	-
Road Construction Debt	-
Water Fund	6,108.64
Parking Fund	179.92
Sanitary Sewer Fund	28,687.83
Road/Building Bond Escrow	-
TOTAL	\$ 217,464.47

Wire Payments

08/25/23 PAYROLL	\$ 174,732.33
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TOTAL WARRANT	\$ 392,196.80
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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	157672	OCT 23 AFLAC	08/29/2023	01-000-2031	227.04	.00	
Total AFLAC:					227.04	.00	
AZAVAR AUDIT SOLUTIONS	157222	SALES TAX AUDIT	08/25/2023	01-110-3110	905.00	.00	
Total AZAVAR AUDIT SOLUTIONS:					905.00	.00	
BLUECROSS BLUESHIEDL OF I	AUG23 HMO	AUG23 HMO	08/01/2023	01-360-4100	5,279.07	5,279.07	09/06/2023
BLUECROSS BLUESHIEDL OF I	AUG23 HMO	AUG23 HMO	08/01/2023	01-370-4101	3,218.60	3,218.60	09/06/2023
BLUECROSS BLUESHIEDL OF I	SEP 23 HMO 2	SEP 23 HMO	09/01/2023	01-370-4101	3,218.60	.00	
BLUECROSS BLUESHIEDL OF I	SEP23 HMO	SEP 23 HMO	09/01/2023	01-360-4100	5,279.07	.00	
Total BLUECROSS BLUESHIEDL OF IL:					16,995.34	8,497.67	
CARDMEMBER SERVICE	07.21 - 08.22.2	MOVE AT THE PARK	09/01/2023	01-360-5611	69.75	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	TRAINING EVENT	09/01/2023	01-350-5330	63.05	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	REDACTING TRAINING	09/01/2023	01-360-5330	159.00	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	TRIMMER FILTER	09/01/2023	01-350-5610	46.16	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	COSTCO - DEPT COFFEE	09/01/2023	01-350-5700	29.99	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	CITY HALL OFFICE SUPPLIES	09/01/2023	01-320-5700	42.99	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	PUMP MOTOR FAN	09/01/2023	51-300-5050	45.98	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	AUTHO SHOP PARTS	09/01/2023	01-350-5020	55.96	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	AUTO SHOP PARTS	09/01/2023	01-350-5020	59.97	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	PUMP PARTS	09/01/2023	51-300-5050	30.06	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	WATER PUMP PARTS	09/01/2023	51-300-5050	226.69	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	RECORDING DISKS	09/01/2023	01-360-5700	41.14	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	COSTCO - DEPT COFFEE	09/01/2023	01-320-5700	66.58	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	ONLINE TRAINING FOR SOCIAL	09/01/2023	01-360-5330	30.00	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	VEHICLE TRACK	09/01/2023	01-350-7025	16.00	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	STREET LIGHT CONTROL	09/01/2023	01-350-5031	63.56	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	TRIMMER LINE	09/01/2023	01-350-5650	143.60	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	EXTENSION GTM-PD	09/01/2023	16-500-7020	251.74	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	LIGHT POLE CAP X2	09/01/2023	01-350-5031	18.73	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	TRIMMER PARTS	09/01/2023	01-350-5610	10.59	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	ATT JUN - JULY 2J	09/01/2023	01-320-5410	871.13	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	PUBLIC WORKS OFFICE SUPPL	09/01/2023	01-350-5700	308.42	.00	
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CARDMEMBER SERVICE	07.21 - 08.22.2	COSTCO - DEPT COFFEE	09/01/2023	01-360-5700	21.89	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	PUMP PARTS	09/01/2023	51-300-5050	30.06	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	WATER SYSTEM PARTS	09/01/2023	51-300-5050	99.80	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	E.T SUPPLIES	09/01/2023	01-360-7022	36.58	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	HILLCREST LAKE RESTORATIO	09/01/2023	30-550-7020	669.60	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	ATT MAY - JUNE 2023	09/01/2023	01-320-5410	867.51	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	COMCAST - 7/23 - 8/23	09/01/2023	01-320-5410	184.90	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	COMCAST - 101 N WOLF RD 7/2	09/01/2023	52-300-5410	129.90	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	VARIATION RECORDING	09/01/2023	01-340-5222	962.63	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	NRC SUPPLIES	09/01/2023	01-310-5960	267.80	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	HILLCREST LAKE RESTORATIO	09/01/2023	30-550-7020	102.00	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	COMCAST - DATA P.W	09/01/2023	01-350-5410	169.90	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	CARLIN SALES CORP - LANDSC	09/01/2023	01-310-5650	932.01	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	COMCAST	09/01/2023	01-360-5410	211.25	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	ZOOM	09/01/2023	01-310-5300	50.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CARDMEMBER SERVICE	07.21 - 08.22.2	CC - RECORDING EXPENDITUR	09/01/2023	01-340-5222	865.63	.00	
CARDMEMBER SERVICE	07.21 - 08.22.2	COMCAST - 801 E CAMP MC. 7/	09/01/2023	51-300-5410	99.95	.00	
Total CARDMEMBER SERVICE:					8,378.47	.00	
CHI-TOWN CLEANING SERVICE	23-0382	CUSTODIAL CREW AUG23	08/31/2023	01-350-5104	1,173.50	.00	
Total CHI-TOWN CLEANING SERVICES:					1,173.50	.00	
CONRAD POLYGRAPH, INC.	5733	POLYGRAPH EXAM	08/31/2023	01-360-5100	180.00	.00	
Total CONRAD POLYGRAPH, INC.:					180.00	.00	
CONSERV FS INC.	101026848	08.21.23 FUEL	08/21/2023	01-350-5751	2,996.00	.00	
CONSERV FS INC.	101026849	08.21.23 FUEL	08/21/2023	01-350-5751	2,461.07	.00	
Total CONSERV FS INC.:					5,457.07	.00	
CONSTELLATION NEWENERGY	66086683301	711 ELM ST 07/11-08/9/23	08/28/2023	01-350-5411	262.02	.00	
CONSTELLATION NEWENERGY	66086683301	US RT45 7/13-8/11/23	08/28/2023	01-350-5411	547.96	.00	
CONSTELLATION NEWENERGY	66086683301	900 E WILLOW RD 07/11/23/8/9/2	08/28/2023	25-300-5050	100.55	.00	
CONSTELLATION NEWENERGY	66086683301	0 COR EUCLID 7/13-8/11/23	08/28/2023	01-350-5411	316.02	.00	
CONSTELLATION NEWENERGY	66086683301	801 E CAMP MCD 08/30-07/31/2	08/28/2023	51-300-5410	1,650.36	.00	
Total CONSTELLATION NEWENERGY INC.:					2,876.91	.00	
DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	01-360-5100	1,404.00	.00	
DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	01-320-5130	526.50	.00	
DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	01-350-5100	351.00	.00	
DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	53-300-5100	526.50	.00	
DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	51-300-5100	702.00	.00	
DEKIND COMPUTER CONSULT	36924	AUG 23 TRIP CHARGES	09/01/2023	01-320-5130	135.00	.00	
Total DEKIND COMPUTER CONSULTANTS:					3,645.00	.00	
DELTA DENTAL OF ILLINOIS	1719068	SEPT 23 HMO DENTAL	09/01/2023	01-360-4100	106.60	.00	
DELTA DENTAL OF ILLINOIS	1719069	SEPT 23 DENTAL	09/01/2023	01-370-4101	28.67	.00	
DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	01-340-4100	26.12	.00	
DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	01-370-4101	46.40	.00	
DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	01-320-4100	32.33	.00	
DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	01-350-4100	20.60	.00	
DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	01-360-4100	263.56	.00	
DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	01-310-4100	6.53	.00	
DELTA DENTAL OF ILLINOIS	1721269	SEP 23 HMO VISION	09/01/2023	01-370-4101	12.74	.00	
DELTA DENTAL OF ILLINOIS	1721269	SEP 23 HMO VISION	09/01/2023	01-360-4100	40.19	.00	
Total DELTA DENTAL OF ILLINOIS:					583.74	.00	
FOOD & ALCOHOL SERVICE TR	2023-12	HEALTH INSP AUG 23	08/31/2023	01-340-5100	930.00	.00	
Total FOOD & ALCOHOL SERVICE TRAINING INC:					930.00	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	4755000116 GEN ENG	08/31/2023	01-320-5105	1,613.13	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	47551212 NPDES MS4	08/31/2023	01-320-5105	300.00	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475507016 RVR TRLS	08/31/2023	30-550-7064	1,874.00	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	4755005104 LOT GRADING	08/31/2023	01-340-5111	1,380.00	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	47550761 LEVEE WALL DSGN	08/31/2023	28-300-5100	360.70	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475541019 ARLINGOTN COUNT	08/31/2023	30-550-7065	2,551.48	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
GEWALT HAMILTON ASSOCIAT	07.31.23 GH	475500228 LEVE 37	08/31/2023	28-300-5100	460.00	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GH	475507512 PW FUEL TANK	08/31/2023	30-550-7020	92.00	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GH	47550782 ALTON STORM	08/31/2023	30-550-7063	2,367.58	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GH	475506820 214 S WHEELING	08/31/2023	30-550-7063	92.00	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GH	475507710 WILLOW/OWEN	08/31/2023	53-500-7051	24,657.98	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GH	475501789 GIS UPDTS	08/31/2023	01-320-5106	3,636.00	.00	
GEWALT HAMILTON ASSOCIAT	07.31.23 GH	475507416 0222 SANITARY SEW	08/31/2023	53-500-7051	810.00	.00	
GEWALT HAMILTON ASSOCIAT	4755.210 - 6	CAMP MCDONALD SIDEWALK E	08/28/2023	30-550-7060	3,614.00	.00	
Total GEWALT HAMILTON ASSOCIATES INC.:					43,808.87	.00	
HOME DEPOT CREDIT SERVIC	2588 08.28.23	LIGHT FIXTURE	08/28/2023	01-350-5710	15.87	.00	
HOME DEPOT CREDIT SERVIC	2588 08.28.23	BUILDING SUPPLY PARTS	08/28/2023	01-350-5710	26.95	.00	
Total HOME DEPOT CREDIT SERVICES:					42.82	.00	
I/O SOLUTIONS, INC.	C57154A	APPLICATION PROCESSING	07/06/2023	01-360-5100	1,615.00	1,615.00	08/30/2023
Total I/O SOLUTIONS, INC.:					1,615.00	1,615.00	
IL DEPT OF TRANSPORTATION	4755.180-14	Wolf RD, SIDEWALK	08/24/2023	30-550-7060	3,894.65	.00	
Total IL DEPT OF TRANSPORTATION:					3,894.65	.00	
IL Secretary of State Police	09.05.2023	PLATE RENEWALS	09/05/2023	01-360-7022	302.00	.00	
Total IL Secretary of State Police:					302.00	.00	
ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	01-320-5530	270.70	.00	
ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	01-360-5530	10,828.00	.00	
ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	53-300-5530	135.35	.00	
ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	01-350-5530	1,624.20	.00	
ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	51-300-5530	338.38	.00	
ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	01-340-5530	338.38	.00	
Total ILLINOIS PUBLIC RISK FUND:					13,535.01	.00	
ILLINOIS STATE POLICE	20230706440	FD BACKGROUND	07/31/2023	01-320-5100	28.25	.00	
Total ILLINOIS STATE POLICE:					28.25	.00	
ILLINOIS-AMERICAN WATER C	35309 AUG 23	700 N MILWAUKEE AUG23	09/01/2023	13-300-5108	1,192.94	.00	
ILLINOIS-AMERICAN WATER C	35316 AUG23	1250 S RIVER AUG23	09/01/2023	01-350-5410	1,314.45	.00	
ILLINOIS-AMERICAN WATER C	55629 AUG23	401 PIPER LN AUG 23	09/01/2023	01-350-5410	228.27	.00	
ILLINOIS-AMERICAN WATER C	55667 AUG23	401 PIEPR LN AUG23	09/01/2023	01-350-5410	45.48	.00	
Total ILLINOIS-AMERICAN WATER CO.:					2,781.14	.00	
IMPACT NETWORKING LLC	3041090	PD TONER	08/31/2023	01-360-5220	66.18	.00	
Total IMPACT NETWORKING LLC:					66.18	.00	
INNOVATIVE TELEPHONE & DA	762446	SEP. 23 TELEPHONE	09/01/2023	01-360-5410	619.66	.00	
INNOVATIVE TELEPHONE & DA	762446	SEP. 23 TELEPHONE	09/01/2023	51-300-5412	22.16	.00	
INNOVATIVE TELEPHONE & DA	762446	SEP. 23 TELEPHONE	09/01/2023	01-350-5410	199.48	.00	
INNOVATIVE TELEPHONE & DA	762446	SEP. 23 TELEPHONE	09/01/2023	01-320-5410	516.93	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total INNOVATIVE TELEPHONE & DATA SOLUTION:					1,358.23	.00	
INTOXIMETERS INC	SO-0248565	DRY GAS	08/23/2023	01-360-7022	396.50	.00	
Total INTOXIMETERS INC:					396.50	.00	
IUOE LOCAL 150 ADMIN	08.2023	IUOE 150 ADMIN 08.11/08.25	09/01/2023	01-000-2050	144.00	.00	
Total IUOE LOCAL 150 ADMIN:					144.00	.00	
JEFFREY L BAUREIS	07.26-08.16.23	ELECTRICAL INSP 07.26-08.16.2	08/16/2023	01-340-5100	1,986.00	.00	
Total JEFFREY L BAUREIS:					1,986.00	.00	
JG UNIFORMS INC	119774	NEW HIRE CLOTHING	08/24/2023	01-360-5741	381.00	.00	
JG UNIFORMS INC	119786	UNIFORMS	08/24/2023	01-360-5741	69.50	.00	
JG UNIFORMS INC	119881	UNIFORMS	08/29/2023	01-360-5741	138.00	.00	
JG UNIFORMS INC	120098	UNIFORMS	09/01/2023	01-360-5741	69.50	.00	
Total JG UNIFORMS INC:					658.00	.00	
LAPORT INC	243914	CUSTODIAL SUPPLIES	08/24/2023	01-350-5710	210.20	.00	
Total LAPORT INC:					210.20	.00	
Law Offices of John L. Fioti	AUGUST 2023	ADJUDICATION - AUGUST	08/28/2023	01-324-5122	750.00	.00	
Total Law Offices of John L. Fioti:					750.00	.00	
LOGSDON OFFICE SUPPLY	WO936181	COPY PAPER	04/13/2023	01-360-5700	109.54	.00	
Total LOGSDON OFFICE SUPPLY:					109.54	.00	
LUND INDUSTRIES INC	103925	Lights & Siren for Chief Squad	08/29/2023	16-500-7020	7,682.58	.00	
Total LUND INDUSTRIES INC:					7,682.58	.00	
MARK PUFUNDT	08.25.23 BOO	BOOTS	08/25/2023	01-360-5741	181.50	.00	
Total MARK PUFUNDT:					181.50	.00	
MEADE ELECTRIC COMPANY I	705777	83/CAMP SIGNAL REPAIR	08/28/2023	01-350-5031	1,930.00	.00	
MEADE ELECTRIC COMPANY I	705778	RAN/OLIVE SIGNAL REPAIR	08/28/2023	01-350-5031	967.00	.00	
Total MEADE ELECTRIC COMPANY INC:					2,897.00	.00	
METROPOLITAN ALLIANCE OF	252 08/2023	MAP #252 Dues 08/2023	08/11/2023	01-000-2050	720.00	.00	
METROPOLITAN ALLIANCE OF	253 08/2023	MAP #253 DUES 08/2023	08/11/2023	01-000-2050	180.00	.00	
Total METROPOLITAN ALLIANCE OF POLICE:					900.00	.00	
Midwest Print & Imaging	52629	ENVELOPES	08/24/2023	01-360-5221	169.00	.00	
Total Midwest Print & Imaging:					169.00	.00	
MILORAD DERMAN	08.28.23 PANT	PANTS	08/28/2023	01-360-5741	66.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total MILORAD DERMAN:					66.00	.00	
MOE FUNDS	3662728	OCT 23 PREMIUMS	09/06/2023	53-300-4100	2,558.00	.00	
MOE FUNDS	3662728	OCT 23 PREMIUMS	09/06/2023	51-300-4100	2,558.00	.00	
MOE FUNDS	3662728	OCT 23 PREMIUMS	09/06/2023	01-350-4100	7,674.00	.00	
MOE FUNDS	366728	OCT 23 PREMIUM-SIARA	09/06/2023	01-350-4100	838.00	.00	
Total MOE FUNDS:					13,628.00	.00	
NICOR GAS	101 S WOLF 0	AUG 23 101 S WOLF	08/23/2023	52-300-5410	50.02	.00	
NICOR GAS	14 E CAMP 08.	14 E CAMP MCDONALD AUG 23	08/23/2023	01-320-5410	68.13	.00	
NICOR GAS	401 PIPER 08.	401 PIPER LN AUG 23	08/23/2023	01-320-5410	62.55	.00	
Total NICOR GAS:					180.70	.00	
NORTH EAST MULTI-REGIONAL	333186	VORTEX VEHICLE OPERATION	08/22/2023	01-360-5330	325.00	.00	
Total NORTH EAST MULTI-REGIONAL TRAINING INC.:					325.00	.00	
NORTHWEST ELECTRICAL SUP	1255161	POLICE LIGHTS	08/21/2023	01-350-5710	18.89	.00	
NORTHWEST ELECTRICAL SUP	17580012	LIGHT BALLAST	08/21/2023	01-350-5710	18.89	.00	
Total NORTHWEST ELECTRICAL SUPPLY CO:					37.78	.00	
PACE ANALYTICAL SERVICES	19567028	WATER TESTING AUG23	08/31/2023	51-300-5100	305.20	.00	
Total PACE ANALYTICAL SERVICES:					305.20	.00	
PERSONNEL STRATEGIES LLC	HERDUS 09.01	PSYCH EVAL-HERDUS	09/01/2023	01-360-5100	700.00	.00	
Total PERSONNEL STRATEGIES LLC:					700.00	.00	
PHOTO ENFORCEMENT PROG	170260072224	1702600722243446-SASHA	08/26/2023	01-140-3500	100.00	.00	
Total PHOTO ENFORCEMENT PROGRAM:					100.00	.00	
PITNEY BOWES	1023745459	INK POSTAGE MACHINE	08/24/2023	01-360-5200	118.78	.00	
PITNEY BOWES	3106237975	PD RENTAL 6/30 - 9/29	08/30/2023	01-360-5510	163.53	.00	
Total PITNEY BOWES:					282.31	.00	
PITNEY BOWES PURCHASE PO	1023700040	PD POSTAGE INK	08/16/2023	01-360-5200	91.29	.00	
Total PITNEY BOWES PURCHASE POWER:					91.29	.00	
PROSPECT HEIGHTS PARK DIS	2023 BLOCK P	BLOCK PARTY SHARE 2023	08/16/2023	01-310-5950	10,266.85	.00	
PROSPECT HEIGHTS PARK DIS	2023-HH3632N	NATIONAL NIGHT OUT	08/22/2023	01-360-5710	237.63	.00	
Total PROSPECT HEIGHTS PARK DISTRICT					10,504.48	.00	
RADAR MAN INC	5953	RADAR CERTIFICATIONS	08/25/2023	01-360-5610	40.00	.00	
Total RADAR MAN INC:					40.00	.00	
ROSE MARY JURINEK	08.30.23 CRT	AUG 23 COURT REPORT	08/30/2023	01-360-5100	640.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total ROSE MARY JURINEK:					640.00	.00	
SECOND CHANCE CARDIAC S	23-008-3028	REPLACE OUTDATED AEDS	08/25/2023	16-300-5610	9,996.00	.00	
Total SECOND CHANCE CARDIAC SOLUTIONS:					9,996.00	.00	
SOLID WASTE AGENCY	7375	OCT 23 O&M COSTS	09/01/2023	17-300-5420	31,105.00	.00	
Total SOLID WASTE AGENCY:					31,105.00	.00	
STAPLES	8071460953	OFFICE SUPPLIES	08/31/2023	01-320-5700	246.07	.00	
Total STAPLES:					246.07	.00	
SUNBURST SPORTSWEAR	126467	VOLUNTEER SHIRTS	05/31/2023	01-360-5741	447.00	.00	
Total SUNBURST SPORTSWEAR:					447.00	.00	
THORNTONS LLC	05.23-07.23 SA	SALES TAX INCNTV 5/23-07/23	08/29/2023	01-380-5975	17,702.18	.00	
Total THORNTONS LLC:					17,702.18	.00	
T-MOBILE	984965168 07-	CELL PHONES 07/21-08/20/23	09/05/2023	01-350-5410	320.56	.00	
T-MOBILE	984965168 07-	CELL PHONES 07/21-08/20/23	09/05/2023	01-360-5410	367.84	.00	
T-MOBILE	984965168 07-	CELL PHONES 07/21-08/20/23	09/05/2023	01-320-5410	40.07	.00	
T-MOBILE	984965168 07-	CELL PHONES 07/21-08/20/23	09/05/2023	01-340-7020	80.14	.00	
Total T-MOBILE:					808.61	.00	
UNIFIRST CORPORATION	1190057260	POLICE CARPET	08/31/2023	01-350-5104	122.43	.00	
UNIFIRST CORPORATION	1320036817	PW UNIFORMS 06.02.23	06/02/2023	01-350-5104	218.05	.00	
UNIFIRST CORPORATION	1320040688	UNIFORMS 06.16.23	06/16/2023	01-350-5104	128.85	.00	
UNIFIRST CORPORATION	1320060112	UNIFORMS CARPET	08/25/2023	01-350-5104	150.06	.00	
UNIFIRST CORPORATION	1320061989	UNIFORMS 09.01.23	09/01/2023	01-350-5104	225.92	.00	
Total UNIFIRST CORPORATION:					845.31	.00	
VORTEX INC	2664	ASBESTOS REMOVAL 214 S WH	08/22/2023	30-550-7063	4,450.00	.00	
Total VORTEX INC:					4,450.00	.00	
Wheeling Animal Hospital	37521	STRAY BOARDING	08/28/2023	01-360-5141	95.00	.00	
Total Wheeling Animal Hospital:					95.00	.00	
Grand Totals:					217,464.47	10,112.67	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

CITY OF PROSPECT HEIGHTS

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2031 WITHHOLDING - Q AFLA	AFLAC	157672	OCT 23 AFLAC	08/29/2023	227.04	.00	
01-000-2050 UNION DUES	IJOE LOCAL 150 ADMIN	08.2023	IJOE 150 ADMIN 08.11/08.25	09/01/2023		.00	
01-000-2050 UNION DUES	METROPOLITAN ALLIANCE OF	252 08/2023	MAP #252 Dues 08/2023	08/11/2023	720.00	.00	
01-000-2050 UNION DUES	METROPOLITAN ALLIANCE OF	253 08/2023	MAP #253 DUES 08/2023	08/11/2023	180.00	.00	
Total :					1,271.04	.00	
INTERGOVERNMENTAL REVENUES							
01-110-3110 SALES TAXES	AZAVAR AUDIT SOLUTIONS	157222	SALES TAX AUDIT	08/25/2023	905.00	.00	
Total INTERGOVERNMENTAL REVENUES:					905.00	.00	
PUBLIC SAFETY FINES & FEES							
01-140-3500 TRAFFIC FINES	PHOTO ENFORCEMENT PROG	170260072224	1702600722243446-SASHA	08/26/2023	100.00	.00	
Total PUBLIC SAFETY FINES & FEES:					100.00	.00	
CITY COUNCIL & BOARDS							
01-310-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	6.53	.00	
01-310-5300 ALDERMANIC EXPENSE	CARDMEMBER SERVICE	07.21 - 08.22.2	ZOOM	09/01/2023	50.00	.00	
01-310-5650 LANDSCAPE SUPPLIES -	CARDMEMBER SERVICE	07.21 - 08.22.2	CARLIN SALES CORP - LANDSC	09/01/2023	932.01	.00	
01-310-5950 SPECIAL EVENTS	PROSPECT HEIGHTS PARK DIS	2023 BLOCK P	BLOCK PARTY SHARE 2023	08/16/2023	10,266.85	.00	
01-310-5960 NRC OPERATIONS	CARDMEMBER SERVICE	07.21 - 08.22.2	NRC SUPPLIES	09/01/2023	267.80	.00	
Total CITY COUNCIL & BOARDS:					11,523.19	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	32.33	.00	
01-320-5100 PROFESSIONAL SERVIC	ILLINOIS STATE POLICE	20230706440	FD BACKGROUND	07/31/2023	28.25	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	4755000116 GEN ENG	08/31/2023	1,613.13	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	47551212 NPDES MS4	08/31/2023	300.00	.00	
01-320-5106 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475501789 GIS UPDTS	08/31/2023	3,636.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	526.50	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	36924	AUG 23 TRIP CHARGES	09/01/2023	135.00	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	07.21 - 08.22.2	ATT JUN - JULY 2J	09/01/2023	871.13	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	07.21 - 08.22.2	ATT MAY - JUNE 2023	09/01/2023	867.51	.00	
01-320-5410 UTILITIES	CARDMEMBER SERVICE	07.21 - 08.22.2	COMCAST - 7/23 - 8/23	09/01/2023	184.90	.00	
01-320-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	762446	SEP. 23 TELEPHONE	09/01/2023	516.93	.00	
01-320-5410 UTILITIES	NICOR GAS	14 E CAMP 08.	14 E CAMP McDONALD AUG 23	08/23/2023	68.13	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-320-5410 UTILITIES	NICOR GAS	401 PIPER 08.	401 PIPER LN AUG 23	08/23/2023	62.55	.00	
01-320-5410 UTILITIES	T-MOBILE	984965168 07-	CELL PHONES 07/21-08/20/23	09/05/2023	40.07	.00	
01-320-5530 WORKERS COMPENSATI	ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	270.70	.00	
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	07.21 - 08.22.2	CITY HALL OFFICE SUPPLIES	09/01/2023	42.99	.00	
01-320-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	07.21 - 08.22.2	COSTCO - DEPT COFFEE	09/01/2023	66.58	.00	
01-320-5700 OFFICE SUPPLIES	STAPLES	8071460953	OFFICE SUPPLIES	08/31/2023	246.07	.00	
Total ADMINISTRATION:							.00
9,508.77							.00
LEGAL							
01-324-5122 CITY PROSECUTOR	Law Offices of John L. Fioli	AUGUST 2023	ADJUDICATION - AUGUST	08/28/2023	750.00	.00	
Total LEGAL:							.00
750.00							.00
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	26.12	.00	
01-340-5100 PROFESSIONAL SERVICE	FOOD & ALCOHOL SERVICE TR	2023-12	HEALTH INSP AUG 23	08/31/2023	930.00	.00	
01-340-5100 PROFESSIONAL SERVICE	JEFFREY L BAUREIS	07.26-08.16.23	ELECTRICAL INSP 07.26-08.16.2	08/16/2023	1,986.00	.00	
01-340-5111 BILLABLE ENGINEERING	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	4755005104 LOT GRADING	08/31/2023	1,380.00	.00	
01-340-5222 LEGAL NOTICES	CARDMEMBER SERVICE	07.21 - 08.22.2	VARIATION RECORDING	09/01/2023	982.63	.00	
01-340-5222 LEGAL NOTICES	CARDMEMBER SERVICE	07.21 - 08.22.2	CC - RECORDING EXPENDITUR	09/01/2023	865.63	.00	
01-340-5530 WORKERS COMPENSATI	ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	338.38	.00	
01-340-7020 EQUIPMENT	T-MOBILE	984965168 07-	CELL PHONES 07/21-08/20/23	09/05/2023	80.14	.00	
Total BUILDING DEPARTMENT							.00
6,588.90							.00
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1721253	SEPT. 23 PPO VISION	09/01/2023	20.60	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	3662728	OCT 23 PREMIUMS	09/06/2023	7,674.00	.00	
01-350-4100 HEALTH INSURANCE	MOE FUNDS	366728	OCT 23 PREMIUM-SIARA	09/06/2023	838.00	.00	
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	07.21 - 08.22.2	AUTHO SHOP PARTS	09/01/2023	55.96	.00	
01-350-5020 VEHICLE MAINTENANCE	CARDMEMBER SERVICE	07.21 - 08.22.2	AUTO SHOP PARTS	09/01/2023	59.97	.00	
01-350-5031 SIGNAL MAINTENANCE	CARDMEMBER SERVICE	07.21 - 08.22.2	STREET LIGHT CONTROL	09/01/2023	63.56	.00	
01-350-5031 SIGNAL MAINTENANCE	CARDMEMBER SERVICE	07.21 - 08.22.2	LIGHT POLE CAP X2	09/01/2023	18.73	.00	
01-350-5031 SIGNAL MAINTENANCE	MEADE ELECTRIC COMPANY I	705777	83/CAMP SIGNAL REPAIR	08/28/2023	1,930.00	.00	
01-350-5031 SIGNAL MAINTENANCE	MEADE ELECTRIC COMPANY I	705778	RAN/OLIVE SIGNAL REPAIR	08/28/2023	967.00	.00	
01-350-5100 PROFESSIONAL SERVICE	DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	351.00	.00	
01-350-5104 PROF SERVICES - BUILD	CHI-TOWN CLEANING SERVICE	23-0382	CUSTODIAL CREW AUG23	08/31/2023	1,173.50	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1190057260	POLICE CARPET	08/31/2023	122.43	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320036817	PW UNIFORMS 06.02.23	06/02/2023	218.05	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320040688	UNIFORMS 06.16.23	06/16/2023	128.85	.00	

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01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320060112	UNIFORMS CARPET	08/25/2023	150.06	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	1320061989	UNIFORMS 09.01.23	09/01/2023	225.92	.00	
01-350-5330 TRAINING	CARDMEMBER SERVICE	07.21 - 08.22.2	TRAINING EVENT	09/01/2023	63.05	.00	
01-350-5410 UTILITIES	CARDMEMBER SERVICE	07.21 - 08.22.2	COMCAST - DATA P.W	09/01/2023	169.90	.00	
01-350-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	35316 AUG23	1250 S RIVER AUG23	09/01/2023	1,314.45	.00	
01-350-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	55629 AUG23	401 PIPER LN AUG 23	09/01/2023	228.27	.00	
01-350-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	55667 AUG23	401 PIEPR LN AUG23	09/01/2023	45.48	.00	
01-350-5410 UTILITIES	INNOVATIVE TELEPHONE & DA	762446	SEP. 23 TELEPHONE	09/01/2023	199.48	.00	
01-350-5410 UTILITIES	T-MOBILE	984965168 07-	CELL PHONES 07/21-08/20/23	09/05/2023	320.56	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	66086683301	711 ELM ST 07/11-08/9/23	08/28/2023	262.02	.00	
01-350-5411 WATER AND ELECTRIC P	CONSTELLATION NEWENERGY	66086683301	US RT45 7/13-8/11/23	08/28/2023	547.96	.00	
01-350-5530 WORKERS COMPENSATI	CONSTELLATION NEWENERGY	66086683301	0 COR EUCLID 7/13-8/11/23	08/28/2023	316.02	.00	
01-350-5610 EQUIPMENT MAINTENAN	ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	1,624.20	.00	
01-350-5610 EQUIPMENT MAINTENAN	CARDMEMBER SERVICE	07.21 - 08.22.2	TRIMMER FILTER	09/01/2023	46.16	.00	
01-350-5660 LANDSCAPE SUPPLIES	CARDMEMBER SERVICE	07.21 - 08.22.2	TRIMMER PARTS	09/01/2023	10.59	.00	
01-350-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	07.21 - 08.22.2	TRIMMER LINE	09/01/2023	143.60	.00	
01-350-5700 OFFICE SUPPLIES	CARDMEMBER SERVICE	07.21 - 08.22.2	COSTCO - DEPT COFFEE	09/01/2023	29.99	.00	
01-350-5710 OPERATING SUPPLIES	CARDMEMBER SERVICE	07.21 - 08.22.2	PUBLIC WORKS OFFICE SUPPL	09/01/2023	308.42	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVICE	2588 08.28.23	LIGHT FIXTURE	08/28/2023	15.87	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVICE	2588 08.28.23	BUILDING SUPPLY PARTS	08/28/2023	26.95	.00	
01-350-5710 OPERATING SUPPLIES	LAPORT INC	243914	CUSTODIAL SUPPLIES	08/24/2023	210.20	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	1255161	POLICE LIGHTS	08/21/2023	18.89	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17580012	LIGHT BALLAST	08/21/2023	18.89	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	101026848	08.21.23 FUEL	08/21/2023	2,996.00	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	101026849	08.21.23 FUEL	08/21/2023	2,461.07	.00	
01-350-7025 SOFTWARE	CARDMEMBER SERVICE	07.21 - 08.22.2	VEHICLE TRACK	09/01/2023	16.00	.00	
Total PUBLIC WORKS:					25,391.65	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	BLUECROSS BLUESHIELD OF I	AUG23 HMO	AUG23 HMO	08/01/2023	5,279.07	5,279.07	09/06/2023
01-360-4100 HEALTH INSURANCE	BLUECROSS BLUESHIELD OF I	SEP23 HMO	SEP 23 HMO	09/01/2023	5,279.07	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1719068	SEPT 23 HMO DENTAL	09/01/2023	106.60	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1721263	SEPT. 23 PPO VISION	09/01/2023	263.56	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1721269	SEP 23 HMO VISION	09/01/2023	40.19	.00	
01-360-5100 PROFESSIONAL SERVICE	CONRAD POLYGRAPH, INC.	5733	POLYGRAPH EXAM	08/31/2023	180.00	.00	
01-360-5100 PROFESSIONAL SERVICE	DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	1,404.00	.00	
01-360-5100 PROFESSIONAL SERVICE	IO SOLUTIONS, INC.	C57154A	APPLICATION PROCESSING	07/06/2023	1,615.00	1,615.00	08/30/2023
01-360-5100 PROFESSIONAL SERVICE	PERSONNEL STRATEGIES LLC	HERDUS 09.01	PSYCH EVAL-HERDUS	09/01/2023	700.00	.00	
01-360-5100 PROFESSIONAL SERVICE	ROSE MARY JURINEK	08.30.23 CRT	AUG 23 COURT REPORT	08/30/2023	640.00	.00	
01-360-5141 KENNEL FEES	Wheeling Animal Hospital	37521	STRAY BOARDING	08/28/2023	95.00	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
OTHER EXPENSES							
01-380-5975 SALES TAX REBATE	THORNTONS LLC	05.23-07.23 SA	SALES TAX INCNTV 5/23-07/23	08/29/2023	17,702.18	.00	
Total OTHER EXPENSES:					17,702.18	.00	
Total GENERAL FUND:					111,631.26	10,112.67	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT EXPENSES							
13-300-5108 BEAUTIFICATION	ILLINOIS-AMERICAN WATER C	35309 AUG 23	700 N MILWAUKEE AUG23	09/01/2023	1,192.94	.00	
Total EXPENSES:					1,192.94	.00	
Total TOURISM DISTRICT					1,192.94	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEA SEIZURE FUND							
EXPENSES							
16-300-5610 EQUIPMENT MAINTENAN	SECOND CHANCE CARDIAC S	23-008-3028	REPLACE OUTDATED AEDS	08/25/2023	9,996.00	.00	
Total EXPENSES:					9,996.00	.00	
CAPITAL OUTLAY GENERAL							
16-500-7020 EQUIPMENT - CAPITAL	CARDMEMBER SERVICE	07.21 - 08.22.2	EXTENSION GTM-PD	09/01/2023	251.74	.00	
16-500-7020 EQUIPMENT - CAPITAL	LUND INDUSTRIES INC	103925	Lights & Siren for Chief Squad	08/29/2023	7,682.58	.00	
Total CAPITAL OUTLAY GENERAL:					7,934.32	.00	
Total DEA SEIZURE FUND:					17,930.32	.00	

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City of Prospect Heights Council Meeting
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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	7375	OCT 23 O&M COSTS	09/01/2023	31,105.00	.00	
Total EXPENSES:					31,105.00	.00	
Total SOLID WASTE DISPOSAL FUND:					31,105.00	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #5 EXPENSES							
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	6608683301	900 E WILLOW RD 07/11/23/8/9/2	08/28/2023	100.55	.00	
Total EXPENSES:					100.55	.00	
Total SSA #5:					100.55	.00	

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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	07.31.23 GHA	47550761 LEVEE WALL DSGN	08/31/2023	360.70	.00	
28-300-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475500228 LEVE 37	08/31/2023	460.00	.00	
Total EXPENSES:					820.70	.00	
Total SSA #8:					820.70	.00	

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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	CARDMEMBER SERVICE	07.21 - 08.22.2	HILLCREST LAKE RESTORATIO	09/01/2023	669.60	.00	
30-550-7020 EQUIPMENT - PW	CARDMEMBER SERVICE	07.21 - 08.22.2	HILLCREST LAKE RESTORATIO	09/01/2023	102.00	.00	
30-550-7020 EQUIPMENT - PW	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475507512 PW FUEL TANK	08/31/2023	92.00	.00	
30-550-7060 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	4755.210 - 6	CAMP McDONALD SIDEWALK E	08/28/2023	3,614.00	.00	
30-550-7060 SIDEWALKS	IL DEPT OF TRANSPORTATION	4755.180-14	Wolf RD, SIDEWALK	08/24/2023	3,894.65	.00	
30-550-7063 DRAINAGE IMPROVEME	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	47550782 ALTON STORM	08/31/2023	2,367.58	.00	
30-550-7063 DRAINAGE IMPROVEME	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475506820 214 S WHEELING	08/31/2023	92.00	.00	
30-550-7063 DRAINAGE IMPROVEME	VORTEX INC	2664	ASBESTOS REMOVAL 214 S WH	08/22/2023	4,450.00	.00	
30-550-7064 DRAINAGE IMPR - WILLO	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475507016 RVR TRLS	08/31/2023	1,874.00	.00	
30-550-7065 DRAINAGE IMPROVEME	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475541019 ARLINGOTN COUNT	08/31/2023	2,551.48	.00	
Total					19,707.31	.00	
Total CAPITAL IMPROVEMENTS:							
					19,707.31	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	MOE FUNDS	3662728	OCT 23 PREMIUMS	09/06/2023	2,558.00	.00	
51-300-5050 SYSTEM MAINTENANCE	CARDMEMBER SERVICE	07.21 - 08.22.2	PUMP MOTOR FAN	09/01/2023	45.98	.00	
51-300-5050 SYSTEM MAINTENANCE	CARDMEMBER SERVICE	07.21 - 08.22.2	PUMP PARTS	09/01/2023	30.06	.00	
51-300-5050 SYSTEM MAINTENANCE	CARDMEMBER SERVICE	07.21 - 08.22.2	WATER PUMP PARTS	09/01/2023	226.69	.00	
51-300-5050 SYSTEM MAINTENANCE	CARDMEMBER SERVICE	07.21 - 08.22.2	PUMP PARTS	09/01/2023	30.06	.00	
51-300-5050 SYSTEM MAINTENANCE	CARDMEMBER SERVICE	07.21 - 08.22.2	WATER SYSTEM PARTS	09/01/2023	99.80	.00	
51-300-5100 PROFESSIONAL SERVICE	DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	702.00	.00	
51-300-5100 PROFESSIONAL SERVICE	PACE ANALYTICAL SERVICES	19567028	WATER TESTING AUG23	08/31/2023	305.20	.00	
51-300-5410 UTILITIES	CARDMEMBER SERVICE	07.21 - 08.22.2	COMCAST - 801 E CAMP MC. 7/	09/01/2023	99.95	.00	
51-300-5410 UTILITIES	CONSTELLATION NEWENERGY	66086683301	801 E CAMP MCD 06/30-07/31/2	08/28/2023	1,650.36	.00	
51-300-5412 WATER	INNOVATIVE TELEPHONE & DA	762446	SEP. 23 TELEPHONE	09/01/2023	22.16	.00	
51-300-5530 WORKERS COMPENSATI	ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	338.38	.00	
Total EXPENSES:					6,108.64	.00	
Total WATER FUND:					6,108.64	.00	

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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	07.21 - 08.22.2	COMCAST - 101 N WOLF RD 7/2	09/01/2023	129.90	.00	
52-300-5410 UTILITIES	NICOR GAS	101 S WOLF 0	AUG 23 101 S WOLF	08/23/2023	50.02	.00	
Total EXPENSES:					179.92	.00	
Total PARKING FUND:					179.92	.00	

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GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SANITARY SEWER FUND							
EXPENSES							
53-300-4100 HEALTH INSURANCE	MOE FUNDS	3662728	OCT 23 PREMIUMS	09/06/2023	2,558.00	.00	
53-300-5100 PROFESSIONAL SERVIC	DEKIND COMPUTER CONSULT	36789	OCT. 2023 COMPUTER CONSUL	09/01/2023	526.50	.00	
53-300-5530 WORKER'S COMP INSUR	ILLINOIS PUBLIC RISK FUND	79315	OCT 23 WORKERS COMP	08/14/2023	135.35	.00	
Total EXPENSES:							
					3,219.85	.00	
CAPITAL OUTLAY GENERAL							
53-500-7051 SYSTEM IMPROVEMENT	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475507710 WILLOW/OWEN	08/31/2023	24,657.98	.00	
53-500-7051 SYSTEM IMPROVEMENT	GEWALT HAMILTON ASSOCIAT	07.31.23 GHA	475507416 0222 SANITARY SEW	08/31/2023	810.00	.00	
Total CAPITAL OUTLAY GENERAL:							
					25,467.98	.00	
Total SANITARY SEWER FUND:							
					28,687.83	.00	
Grand Totals:							
					217,464.47	10,112.67	

CITY OF PROSPECT HEIGHTS

Approval of Warrant Summary
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GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	111,631.26	10,112.67	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	1,192.94	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	17,930.32	.00	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	31,105.00	.00	
SSA #5			
Total SSA #5:	100.55	.00	
SSA #8			
Total SSA #8:	820.70	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	19,707.31	.00	
WATER FUND			
Total WATER FUND:	6,108.64	.00	
PARKING FUND			
Total PARKING FUND:	179.92	.00	
SANITARY SEWER FUND			
Total SANITARY SEWER FUND:	28,687.83	.00	
Grand Totals:	217,464.47	10,112.67	